



City Council Regular Meeting Agenda

January 21, 2025 at 6:30 PM

City Hall Council Chambers - 210 W 6th Ave and Virtual

Meetings are broadcast live at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

Public comment registration and instructions are available at <https://www.go2kennewick.com/PublicComments>.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

2. VISITORS - Regarding Items on the Agenda

This is an opportunity for visitors to share their perspective regarding any item on the agenda except items 5.a. and 6.a. Comments may not exceed three minutes.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

a. **Meeting Minutes: January 7, 2025, City Council Special Meeting**

Motion to approve the minutes of the January 25, 2025, City Council special meeting as presented.

b. **Meeting Minutes: January 7, 2025, City Council Regular Meeting**

Motion to approve the minutes of the January 7, 2025, City Council regular meeting as presented.

c. **Meeting Minutes: January 14, 2025, City Council Workshop Meeting**

Motion to approve the minutes of the January 14, 2025, City Council workshop meeting as presented.

d. **Claims Roster: December 2024**

Motion to approve the Claims Roster for December 2024 in the amount of \$8,855,542.89 comprised of electronic payments and check numbers 317478-317829.

e. **Payroll Roster: For the Pay Period Ending 12/31/2024**

Motion to approve the payroll roster for the pay period ending 12/31/2024.

f. **Grant: Information Technology Grant Award Approval**

Motion to approve the 2023 State and Local Cybersecurity Grant Program award under grant agreement number E25-297 totaling \$151,250.00.

g. **Agreement: Memorandum of Understanding for City Manager Performance Evaluation**

Motion to approve the memorandum of understanding as presented.

h. **Contract: Interlocal Agreement with Kittitas County for Contracted Banking Services with U.S. Bank**

Motion to approve Interlocal Agreement Between the City of Kennewick and Kittitas County, Washington for Contracted Banking Services.

1. **Contract: U.S. Bank Master Services Agreement for Contracted Banking Services - Addendum No. 2**

Motion to approve Addendum No. 2 to U.S. Bank Master Services Agreement as presented.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance: Change of Zone from CO to CG at 1826 and 1838 S Washington Street (COZ-2024-0002)

6. PUBLIC HEARINGS/MEETINGS

- a. CDBG: 2025-2029 Tri-Cities Consolidated Plan & 2025 Annual Action Plan

7. NEW BUSINESS

- a. Contract: 2025-2027 Collective Bargaining Agreement - Kennewick Police Support Services Association (KPSSA)

8. UNFINISHED BUSINESS

9. VISITORS - General Topics

This is an opportunity for visitors to share their perspective regarding topics of a general nature. Comments may not exceed three minutes.

10. COUNCIL COMMENTS/DISCUSSION

11. CONCLUSION

Council Agenda Coversheet	Item Number: 4.a. Date: 1/21/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: January 7, 2025, City Council Special Meeting Department: Executive Services	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the minutes of the January 25, 2025, City Council special meeting as presented. <u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and approve the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes - Draft		

**CITY OF KENNEWICK
CITY COUNCIL SPECIAL MEETING
January 7, 2025**

City Council Present – In Person:

Gretl Crawford, Mayor
Chuck Torelli, Mayor Pro Tem
Brad Beauchamp, Councilmember

Jason McShane, Councilmember
Jim Millbauer, Councilmember

City Staff Present:

Erin Erdman, City Manager
Jessica Platt, Finance Director
Steve Donovan, Planning Manager
John Cowling, Public Works Director
Chris Guerrero, Police Chief
Michael Heffner, Deputy Fire Chief
Cary Roe, Deputy City Manager
Lisa Beaton, Deputy City Manager

Krystal Townsend, City Clerk
Nick Farline, Parks Director
Chad Crouch, Executive Services Director
Robert Ball, Deputy Fire Chief
**Dana Dollarhyde, Exec Assistant/Lead
Communications Specialist**

Mayor Crawford commenced the meeting at 5:00 p.m. She noted that Councilmember Anderson and Councilmember Trumbo had provided prior notice of their absence.

Introductions were made by State Senator Matt Boehnke, State Representative April Connors, and Briahna Murray, a Partner at Gordon Thomas Honeywell.

A roundtable discussion covered several topics:

- Columbia Park Boat Launch
- Community Connectivity – At-Grade Rail Solutions Study
- Columbia Center Boulevard Corridor Improvements
- Public Safety Communication System
- Three Rivers Convention Center Expansion
- Policy Issues
- Legislator Priorities

No final actions or votes were conducted; the meeting focused solely on the discussion of the above topics.

There being no further business, Mayor Crawford adjourned the meeting at 5:57 p.m.

DRAFT

Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
<https://kennewickwa.new.swagit.com/videos/325160>

Council Agenda Coversheet	Item Number: 4.b. Date: 1/21/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: January 7, 2025, City Council Regular Meeting Department: Executive Services	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the minutes of the January 7, 2025, City Council regular meeting as presented. <u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and approve the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes - Draft		

**CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
January 7, 2025**

City Council Present – In Person:

Gretl Crawford, Mayor
Chuck Torelli, Mayor Pro Tem
Brad Beauchamp, Councilmember

Jason McShane, Councilmember
Jim Millbauer, Councilmember

City Staff Present:

Erin Erdman, City Manager
Laurencio Sanguino, City Attorney
Jessica Platt, Finance Director
Chris Guerrero, Police Chief
Michael Heffner, Deputy Fire Chief
Cary Roe, Deputy City Manager
Lisa Beaton, Deputy City Manager
Krystal Townsend, City Clerk

John Cowling, Public Works Director
Nick Farline, Parks Director
Chad Crouch, Executive Services Director
Robert Ball, Deputy Fire Chief
Jason Kiel, Police Commander
**Dana Dollarhyde, Exec Assistant/Lead
Communications Specialist**

1. CALL TO ORDER

Mayor Crawford called the meeting to order at 6:30 p.m.

Ms. Townsend stated all councilmembers were in attendance with the exception of Councilmember Trumbo and Councilmember Anderson and that a quorum was established.

Mayor Crawford explained Councilmember Trumbo and Councilmember Anderson gave advance notice of their absence and each asked that their absence be excused.

MOTION:	Councilmember Millbauer moved to excuse the absence of Councilmember Anderson and Councilmember Trumbo.
SECOND:	Mayor Pro Tem Torelli.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (5-0).

Councilmember Millbauer led the pledge of allegiance. Tim Kerr provided an invocation.

HONORS & RECOGNITIONS

- Retirement Service Recognition: Marco Monteblanco, 22 Years, Police Department

Mayor Crawford explained Officer Monteblanco sends his regrets that he was unable to attend. Mayor Crawford expressed appreciation for his service and Chief Guerrero announced an upcoming retirement ceremony to honor Officer Monteblanco.

- Proclamation: National Mentoring Month

Mayor Crawford awarded a proclamation to Joe Thornton, fondly referred to in the community as “Big Bro Joe,” designating January 2025 as National Mentoring Month. Big Bro Joe emphasized the significance of mentoring young people, particularly young men, and expressed his gratitude to the City and his team for their support.

2. VISITORS: None.

3. APPROVAL OF AGENDA

MOTION:	Mayor Pro Tem Torelli moved to approve the agenda as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (5-0).

4. CONSENT AGENDA

MOTION:	Mayor Pro Tem Torelli moved to approve the consent agenda as presented.
SECOND:	Councilmember Beauchamp.
VOTE:	The motion passed unanimously (5-0).

- a. **Meeting Minutes: December 3, 2024, City Council Regular Meeting**
Motion to approve the minutes of the December 3, 2024, City Council regular meeting as presented.
- b. **Meeting Minutes: December 17, 2024, City Council Regular Meeting**
Motion to approve the minutes of the December 17, 2024, City Council regular meeting as presented.
- c. **Claim Roster: Toyota Center Operations and Box Office Accounts**
Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for November 2024 in the amount of \$842,841.43 comprised of check numbers 27790-27891 in the amount of \$389,139.09 and electronic transfers in the amount of \$453,702.34.
- d. **Claims Roster: Columbia Park Golf Course Account**
Motion to approve the Claims Roster for the Columbia Park Golf Course Account for November 2024 in the amount of \$49,396.20 comprised of check numbers 2908-2918 in the amount of \$10,664.06 and electronic transfers in the amount of \$38,732.14.
- e. **Payroll Roster: For the Pay Period Ending 12/15/2024**
Motion to approve the Payroll Roster for the pay period ending 12/15/2024.
- f. **Board & Commission Vacancy: Arts Commission Appointment**
Motion to approve the Interview Committee's recommendation to appoint Warren Hughs to Position 4 using the City Clerk's recommended termination date of March 31, 2027.
- g. **Board & Commission Vacancy: Historic Preservation Commission Appointments**
Motion to approve the Interview Committee's recommendation to appoint Kim Simmons to Position 2 with a term expiring in 2026 and Thomas Smith to Position 3 with a term expiring in 2027.
- h. **Board & Commission Vacancy: Planning Commission Appointments**
Motion to approve the Interview Committee's recommendation for the appointment of Douglas Perez to Position 6 using the City Clerk's recommended term expiring March 31, 2028, and Ana Rahimlou to Position 7, with a term expiring March 31, 2028.
- i. **Board & Commission Vacancy: Parks & Recreation Commission Appointment**
Motion to approve the Interview Committee's recommendation to appoint Ryan Nell to Position 2 with a term expiring March 31, 2026.

- j. **Resolution 25-01: Authorizing Investment in the Local Government Investment Pool and Repealing Resolution No. 14-16**

Motion to adopt the resolution as presented. The City Clerk assigned Resolution No. 25-01

5. **ORDINANCES/RESOLUTIONS: None.**

6. **PUBLIC HEARING: None.**

7. **NEW BUSINESS: None.**

8. **UNFINISHED BUSINESS: None.**

9. **VISITORS:**

A visitor spoke to a variety of topics including current affairs, personal opinions, and religion.

10. **COUNCIL COMMENTS/DISCUSSION:**

Councilmembers reported on their respective activities, upcoming events, and items of concern to include appreciation for the newly appointed board and commission members.

11. **ADJOURNMENT:** Mayor Crawford concluded the meeting at 6:50 p.m.

DRAFT

Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:

<https://kennewickwa.new.swagit.com/videos/325173>

Council Agenda Coversheet	Item Number: 4.c. Date: 1/21/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: January 14, 2025, City Council Workshop Meeting Department: Executive Services	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the minutes of the January 14, 2025, City Council workshop meeting as presented. <u>Summary</u> The City Clerk has prepared summary meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and approve the meeting minutes as amended. <u>Fiscal Impact</u> There are no fiscal impacts.		
<u>Attachments:</u> 1. Minutes - Draft		

CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
January 14, 2025

City Council Present – In Person:

Gretl Crawford, *Mayor*
Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*

Jason McShane, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

City Staff Present:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Anthony Muai, *Planning Director*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Chad Michael, *Fire Chief*

Chad Crouch, *Human Resources Director*
Jessica Platt, *Finance Director*
Robert Ball, *Deputy Fire Chief*
Brandon Lange, *Recreation Manager*
Trevor Davis, *Police Commander*
Krystal Johnston, *City Clerk*

CALL TO ORDER. Mayor Crawford called the meeting to order at 6:30 p.m. Mayor Crawford announced there were no citizen comments submitted and noted all Councilmembers were present.

1. **BOND ISSUANCE PROCESS FOR THE CONVENTION CENTER.** Ms. Platt introduced guest panelists Lindsay Sovde, Senior Managing Director/Investment Banker, Hilltop Securities, Marc Greenough, Principal, Foster Garvey, Lee Marchisio, Principal, Foster Garvey, Justin Monwai, Senior Vice President, Piper Sandler, and Tyler Benson, Assistant Vice President/Investment Banker, Hilltop Securities). The panelists provided a presentation outlining the bond issuance process and responded to Council questions. **No final disposition of this matter taken.**
2. **MASTER TRAILS PLAN UPDATE.** Mr. Farline introduced guest presenters Wende Wilber, Senior Principal Planner and Cameron Bennett, Transportation Analyst Kittelson & Associates Inc.). Ms. Wilber and Mr. Bennett provided a comprehensive update and together with Mr. Farline and Mr. Muai, responded to Council questions. Councilmembers discussed the merits of the study and various scenarios associated with the possibilities raised. Councilmembers spoke favorably about the quality of the study format and attention to detail. **No final disposition of this matter taken.**
3. **RECREATION CENTER FEASIBILITY STUDY UPDATE.** Mr. Farline introduced Tyler Othen, Project Manager at CSL and Chris Kastelic, President at Studio CKA. The guest panelists provided an in-depth update and together with Mr. Farline and Ms. Erdman, responded to Council questions and provided further details. **No final disposition of this matter taken.**

ADJOURNMENT. Mayor Crawford concluded the meeting at 8:19 p.m.

DRAFT

Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
<https://kennewickwa.new.swagit.com/videos/325860>

Council Agenda Coversheet	Item Number: 4.d. Item Type: General Business Item Subject: Claims Roster: December 2024 Department: Finance	Date: 1/21/2025 Category: Consent Agenda						
								
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for December 2024								
<u>Motion for Consideration</u> Motion to approve the Claims Roster for December 2024 in the amount of \$8,855,542.89 comprised of electronic payments and check numbers 317478-317829.								
<u>Summary</u> The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 12/1/2024-12/31/2024: <table><tr><td>Check numbers 317478-317829:</td><td>\$8,234,744.63</td></tr><tr><td>Electronic payments (EFT):</td><td>\$620,798.26</td></tr><tr><td>Total</td><td>\$8,855,542.89</td></tr></table>			Check numbers 317478-317829:	\$8,234,744.63	Electronic payments (EFT):	\$620,798.26	Total	\$8,855,542.89
Check numbers 317478-317829:	\$8,234,744.63							
Electronic payments (EFT):	\$620,798.26							
Total	\$8,855,542.89							
<u>Alternatives</u> None								
<u>Fiscal Impact</u> \$8,855,542.89								
Attachments: 1. Claims Roster								

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
Fund 001					
000 - Fund Activity					
EFT	12/23/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024	\$565.06
317479	12/05/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST - 80091020	\$100.00
317489	12/05/2024	99990	MISC REFUNDS	PUBLIC RECORDS REQUEST REFUND	\$0.66
317490	12/05/2024	99990	MISC REFUNDS	PUBLIC RECORDS REQUEST REFUND	\$0.66
317492	12/12/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST-80489001	\$1,000.00
317694	12/18/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST - 80524408	\$75.00
317695	12/18/2024	99990	MISC REFUNDS	RECORDS REQUEST REFUND	\$4.37
000 - Fund Activity Subtotal:					\$1,745.75
011 - City Council					
317671	12/13/2024	5379	TRI CITIES HISPANIC, CHAMBER OF COMMERCE	HISPANIC CHAMBER OF COMMERCE MEMBERSHIP DUES	\$450.00
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$280.07
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$240.06
011 - City Council Subtotal:					\$970.13
012 - City Manager					
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$62.82
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.82
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$127.83
012 - City Manager Subtotal:					\$278.47
023 - Recreation Services					
EFT	12/02/2024	77146	GLOBAL PAYMENTS	MERCHANT FEES	\$3,001.82
317505	12/13/2024	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	REC COMMISSION UNIFORM	\$41.28
317520	12/13/2024	7653	BSN SPORTS WEST	SOCCER GOAL EQUIPMENT	\$97.82
317534	12/13/2024	6207	COACHDECK LLC	YOUTH BASKETBALL COACH CADDY	\$1,134.24
317543	12/13/2024	7711	CULLIGAN WATER CONDITIONING	WATER SERVICE NUMERICA PAVILION	\$74.73
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$219.87
317636	12/13/2024	149	ORIGIN BRAND MERCH	YOUTH BASKETBALL LEAGUE JERSEYS	\$13,659.26
317657	12/13/2024	161	SIRI BRAZILIAN JIU JITSU	NOVEMBER JUI JITSU	\$252.00
317669	12/13/2024	172	THE TRI-CITY HERALD	SR HUB CONCESSION RFP ADVERTISEMENT	\$281.72
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$207.05
317732	12/27/2024	983	DAKTRONICS INC	SCOREBOARDS FOR SOUTHRIDGE BALL FIELDS	\$18,279.00
317817	12/27/2024	3564	US LINEN AND UNIFORM	FLOOR MATS AND CLEANING SUPPLIES FOR PAVILION	\$88.24
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$207.05
023 - Recreation Services Subtotal:					\$37,544.08
024 - Facilities Maintenance					
317495	12/13/2024	8623	ACE SALES & SERVICE INC	PORTABLE TOILET FOR DISC GOLF COURSE	\$132.50

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317498	12/13/2024	10587 ALOHA GARAGE DOOR COMPANY INC	RE WRAP CABLES W. GARAGE DR	\$3,184.70
317505	12/13/2024	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	SCREENPRINT OE CLOTHING KACIE COMBE	\$130.44
317519	12/13/2024	9635 BRUNSON, ROGER	BOOTS	\$198.98
317543	12/13/2024	7711 CULLIGAN WATER CONDITIONING	WATER FOR COLUMBIA PARK SHOP	\$44.57
317560	12/13/2024	9237 FIKES NORTHWEST CORP	SCENT	\$201.74
317571	12/13/2024	1775 GRAINGER	BABY CHANGING STATION REPAIR	\$40.83
317579	12/13/2024	8977 HERITAGE PROF LANDSCAPING INC	LANDSCAPING AND IRRIGATION	\$14,501.66
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$1,463.82
317592	12/13/2024	5322 ITW FOOD EQUIPMENT GROUP LLC, DBA HOBART SERVICE	DISHWASHER SERVICE	\$504.37
317601	12/13/2024	78 KENNEWICK INDUSTRIAL & ELEC	SUPPLY LINE FOR SINK	\$3.87
317626	12/13/2024	5112 MOON SECURITY SERVICES, INC	CITY HALL - 112317	\$647.53
317642	12/13/2024	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	LIGHT BULBS AND OUTLET COVER	\$261.80
317645	12/13/2024	957 RANCH & HOME INC	PPE / Mallet for dance floor installation	\$143.09
317654	12/13/2024	7555 SHERWIN-WILLIAMS COMPANY	PAINT FOR GRAFFITI AT SCOTT PICKLEBALL RESTROOM	\$205.27
317655	12/13/2024	680 SIERRA ELECTRIC, INC.	CHECK PARKING LOT LIGHTS	\$303.24
317678	12/13/2024	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$328.50
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,294.51
317683	12/13/2024	104 WA STATE LABOR & INDUSTRIES	BOILERS AT POOL AND WATER HEATER AT KAC	\$317.40
317685	12/13/2024	1035 WASHINGTON HARDWARE AND, FURNITURE CO	SPRAY PAINT FOR FOUL LINE POLES	\$98.36
317690	12/13/2024	398 RENTOKIL NORTH AMERICA INC	EXTERMINATOR FOR FIRE STATIONS	\$978.31
317715	12/27/2024	810 C WATTS TRUCKING LLC	COLUMBIA PARK AND LAYTON PARK DEMO PROJECT	\$78,535.75
317716	12/27/2024	83 CASCADE NATURAL GAS	GAS SERVICE	\$17,213.93
317751	12/27/2024	711 HOOKED UP PASCO INC	ABANDONED VEHICLE TOW SERVICE	\$1,314.69
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,219.12
317829	12/31/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$27,026.29
024 - Facilities Maintenance Subtotal:				\$150,295.27
026 - Economic Development				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$62.82
317596	12/13/2024	1006 JOCELYN GILES	MILEAGE REIMBURSEMENT FOR WORK TRAVEL	\$223.98
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$82.82
317742	12/27/2024	7338 FOCAL POINT MARKETING &, MULTIMEDIA	2024 STATE OF THE CITIES VIDEO	\$3,170.00
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$82.82
026 - Economic Development Subtotal:				\$3,622.44
032 - Accounting				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$345.51
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
317718	12/27/2024	1043 CHRISTINE TUDOR	ACCOUNTANT CANDIDATE/INTERVIEW PROCESS 12/20/24	\$577.71
317778	12/27/2024	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$360.67
317788	12/27/2024	1314 REHN & ASSOCIATES, INC.	DENTAL COBRA NOTICES FOR NOVEMBER SEPARATIONS	\$112.00

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$4.41
317822	12/27/2024	976	WA STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT	\$1,876.50
032 - Accounting Subtotal:					\$3,318.21
033 - Human Resources					
317502	12/13/2024	433	ANNAMARIE FORZA	ARTIST DESIGN WORK	\$300.00
317507	12/13/2024	1034	BAKER TILLY US LLP	PROFESSIONAL SERVICES	\$10,000.00
317529	12/13/2024	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICES FOR ADMIN HALLWAY	\$105.71
317564	12/13/2024	919	FRONTLINE MEDICAL PLLC	PROFESSIONAL SERVICES	\$110.00
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$125.64
317612	12/13/2024	5491	LINKEDIN CORPORATION	RECRUITMENT PLATFORM	\$11,530.15
317630	12/13/2024	1030	NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	\$657.90
317663	12/13/2024	8315	STERLING	PROFESSIONAL SERVICES	\$1,465.28
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
317687	12/13/2024	10159	WATSON, JASON	ARTIST ARTWORK PURCHASE	\$300.00
317803	12/27/2024	441	SOTO MURPHY ARTS	PURCHASE OF ARTWORK	\$300.00
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
033 - Human Resources Subtotal:					\$24,977.50
034 - Civil Service					
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.82
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.82
034 - Civil Service Subtotal:					\$175.64
035 - Customer Service					
EFT	12/02/2024	70016	U.S. BANK	MERCHANT FEES	\$32,204.13
317494	12/13/2024	929	1ST CLASS OFFICE SOLUTIONS	MAIL MACHINE INK	\$514.27
317544	12/13/2024	3530	DATAPROSE INC	UTILITY BILLING STATEMENT PRINT/POSTAGE OCT 2024	\$11,233.33
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$314.10
317623	12/13/2024	868	MIRIAM TECHNOLOGIES INC	LIEN SEARCH SVS - OCTOBER 2024	\$2,853.37
317679	12/13/2024	1298	US POSTAL SERVICE, (NEOPOST POSTAGE-ON-CALL)	NEOPOST MACHINE POSTAGE	\$8,000.00
317733	12/27/2024	3530	DATAPROSE INC	UTILITY BILLING PRINTING/POSTAGE - NOVEMBER 2024	\$6,798.40
035 - Customer Service Subtotal:					\$61,917.60
036 - Code Enforcement					
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$163.05
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$281.26
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$281.26
036 - Code Enforcement Subtotal:					\$725.57
042 - City Attorney					
317529	12/13/2024	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	RECURRING SHRED SERVICE	\$39.64
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$188.46

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317644	12/13/2024	3467 PRONTO PROCESS SERVICE, INC	COURIER SERVICE - NOVEMBER 2024	\$52.50
317648	12/13/2024	5425 RIO FOLTZ PLLC	CRIMINAL PROSECUTION CONTRACT - NOVEMBER 2024	\$10,000.00
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$139.71
317689	12/13/2024	853 WEST GROUP PAYMENT CENTER	LIBRARY PLAN - DECEMBER 2024	\$3,849.44
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$195.36
042 - City Attorney Subtotal:				\$14,465.11
051 - City Clerk				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$125.64
317669	12/13/2024	172 THE TRI-CITY HERALD	PH NOTICES - 25/26 BUDGET HEARINGS	\$645.33
317812	12/27/2024	172 THE TRI-CITY HERALD	HEARING NOTICE: ASSUMPTION OF TBD 12-17-2024	\$707.36
051 - City Clerk Subtotal:				\$1,478.33
053 - Purchasing				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$159.45
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
053 - Purchasing Subtotal:				\$242.27
054 - Information Technology				
317570	12/13/2024	4659 GOVERNMENT JOBS.COM INC	PROFESSIONAL SERVICES	\$1,701.34
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$691.02
317590	12/13/2024	9739 INSIGHT PUBLIC SECTOR INC	MICROSOFT EA RENEWAL 2024-2025	\$143,519.64
317661	12/13/2024	394 SPARK HIRE INC	PROFESSIONAL SERVICES	\$9,588.00
317667	12/13/2024	4028 TED BROWN MUSIC COMPANY	COUNCIL CHAMBERS SWAGIT HYPERDECK REPLACEMENT	\$896.78
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,097.44
317727	12/27/2024	6375 COMPUNET INC	INCIDENT RESPONSE PLANNING – SLCGP 24	\$20,387.53
317802	12/27/2024	8210 SMARSH INC	MOBILEGUARD TEXT MESSAGE ARCHIVING SUBSCRIPTION	\$3,117.32
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,211.92
054 - Information Technology Subtotal:				\$182,210.99
062 - Planning				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$219.87
317669	12/13/2024	172 THE TRI-CITY HERALD	LEGAL PUBLICATION: DCA-2024-0004 NOPH	\$1,086.96
317790	12/27/2024	10364 RINCON CONSULTANTS INC	FARMERS EXCHANGE NRHP NOMINATION GRANT FINAL INV.	\$3,000.00
062 - Planning Subtotal:				\$4,306.83
070 - Police Revenues				
EFT	12/17/2024	70008 WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	\$3,543.00
317480	12/05/2024	99994 CPL REFUNDS	CPL APPLICATION REFUND	\$10.00
317493	12/12/2024	3597 WA STATE CRIMINAL JUSTICE, TRAINING COMMISSION	RTN OF FUNDS PD ON WRONG INVOICES	\$38,040.00
070 - Police Revenues Subtotal:				\$41,593.00

City of Kennewick
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12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
071 - KPD-Administration				
317677	12/13/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$162.45
317720	12/27/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICES	\$425.38
317763	12/27/2024	10857 LEXIPOL LLC	ANNUAL LE MANUAL & TRAINING	\$32,037.39
317821	12/27/2024	1433 W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	ASSOCIATE DUES	\$1,375.00
071 - KPD-Administration Subtotal:				\$34,000.22
072 - KPD-Criminal Investigation				
317717	12/27/2024	5662 CELLEBRITE USA, CORP	ANNUAL SUBSCRIPTION	\$10,543.90
317754	12/27/2024	1019 INTERACTIVE DATA, LLC	PEOPLE SEARCH - NOV 24	\$163.05
317765	12/27/2024	7830 MAGNET FORENSICS USA INC	MAGNET FORENSICS TRAINING ANNUAL PASS	\$6,495.00
317767	12/27/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$386.99
317783	12/27/2024	8218 QUALITY CONTROL SERVICES, INC.	EVIDENCE SCALE BALANCE CALIBRATION	\$320.00
317821	12/27/2024	1433 W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	FALL CONFERENCE REGISTRATION FEE	\$400.00
072 - KPD-Criminal Investigation Subtotal:				\$18,308.94
073 - KPD-Patrol				
317562	12/13/2024	1039 FRATERNAL ORDER OF POLICE MEMBER BENEFITS TRUST	#064001006 LTD- CONTRIBUTION PAYMENT(PAGE)	\$2.33
317619	12/13/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$81.53
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$181.39
317748	12/27/2024	9714 HBLE	SWAT SUPPLIES	\$2,369.99
317767	12/27/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$1,142.50
317774	12/27/2024	5459 NORMED	GLOVES	\$1,238.37
317786	12/27/2024	5903 RIDENOW TRI CITIES LLC	MOTORCYCLES SUPPLIES	\$271.10
317807	12/27/2024	654 SUPER SEER CORPORATION	MOTORCYCLE HELMETS	\$4,873.75
317810	12/27/2024	10971 THE BUNKER	BALLISTIC VEST	\$7,993.54
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$145.63
317821	12/27/2024	1433 W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	FALL CONFERENCE REGISTRATION FEE	\$400.00
073 - KPD-Patrol Subtotal:				\$18,700.13
074 - KPD-Staff Services				
317800	12/27/2024	9797 SIGNS BY SUE	SCHOOL MASCOT LOGOS	\$1,001.88
317805	12/27/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$585.92
317821	12/27/2024	1433 W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	FALL CONFERENCE REGISTRATION FEE	\$400.00
317826	12/27/2024	1033 WASHINGTON STATE PATROL	BACKGROUND CHECKS - NOV 24	\$384.25
074 - KPD-Staff Services Subtotal:				\$2,372.05
075 - KPD-Intergovernmental				
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$9,393.43
317707	12/27/2024	14 BENTON COUNTY	JAIL SERVICE - NOV 24	\$203,890.80
317757	12/27/2024	9681 KADLEC REGIONAL MEDICAL CTR	PRISONER MEDICAL	\$256.00
317814	12/27/2024	9790 TRIOS HEALTH, RCCH TRIOS HEALTH LLC	PRISONER MEDICAL	\$1,204.53

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$9,568.16
075 - KPD-Intergovernmental Subtotal:				\$224,312.92
076 - KPD-Special Services				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$4,051.89
317620	12/13/2024	2593 MELONE, KENNY	TRVL REIMB-POLICING SUMMIT	\$122.17
317771	12/27/2024	1041 NANCY K BOHL INC	PEER SUPPORT TRAINING	\$18,446.00
317806	12/27/2024	6187 SUN BADGE COMPANY	BADGES	\$696.75
317810	12/27/2024	10971 THE BUNKER	QUARTERMASTER SUPPLIES	\$2,504.21
317829	12/31/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$43.28
076 - KPD-Special Services Subtotal:				\$25,864.30
081 - Fire Administration				
317499	12/13/2024	5681 AMERIGAS PROPANE LP	ST4 PROPANE TANK RENTAL	\$75.09
317527	12/13/2024	7496 CHAPLAIN SERVICES NETWORK	CHAPLAIN SERVICES NETWORK 2023-2024	\$1,129.84
317529	12/13/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED SHRED SERVICE	\$50.90
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$3,015.36
317662	12/13/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	ST63 SUPPLIES	\$933.41
317667	12/13/2024	4028 TED BROWN MUSIC COMPANY	CREDIT FS2 SPEAKER UPGRADE (FROM PO 2230719)	(\$386.38)
317737	12/27/2024	9493 EMS TECHNOLOGY SOLUTIONS LLC	OPERATIVE IQ - SERVICE DESK MODULE	\$982.46
317784	12/27/2024	957 RANCH & HOME INC	PROPANE	\$14.30
081 - Fire Administration Subtotal:				\$5,814.98
082 - Fire Suppression				
317531	12/13/2024	100 CITY OF RICHLAND	2024 VHF RADIO MAINTENANCE	\$23,525.81
317549	12/13/2024	8940 DFND TECHNOLOGIES LLC	DRI-FIT SHIRTS	\$332.25
317566	12/13/2024	5823 GALLS, LLC	PANTS-HOWREY	\$47.22
317605	12/13/2024	5495 KOOL SHADES WINDOW TINTING, JOVENTINO M CORREA	WINDOW TINTING	\$163.05
317672	12/13/2024	945 TRI CITY CLEANERS	ALTER PANTS HOWERY	\$42.66
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,332.40
317711	12/27/2024	949 RYAN COX	TRAINING - DOOR PROP	\$10,217.80
317761	12/27/2024	4244 L N CURTIS & SONS	STREAMLIGHT CHARGING CORD	\$33.48
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,269.17
082 - Fire Suppression Subtotal:				\$36,963.84
090 - Engineering				
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$770.63
317635	12/13/2024	3700 OFFICE DEPOT INC	2025 CALENDAR ORDER	\$261.63
317677	12/13/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$11.99
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$623.07
317778	12/27/2024	3700 OFFICE DEPOT INC	2025 CALENDAR	\$27.27
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$594.14

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
				090 - Engineering Subtotal:
				\$2,288.73
100 - GF-Nondepartmental				
EFT	12/03/2024	70586	TOYOTA CENTER	RIVER OF FIRE REIMBURSEMENT
317509	12/13/2024	8297	BENTON CO COMMISSIONERS	BCDC/PROBATION FEES - NOVEMBER 2024 (18.98%)
317571	12/13/2024	1775	GRAINGER	REPLACE EXIT SIGN
317626	12/13/2024	5112	MOON SECURITY SERVICES, INC	MCL - 113129
317716	12/27/2024	83	CASCADE NATURAL GAS	GAS SERVICE
317722	12/27/2024	435	CITY OF PASCO	ANIMAL SHELTER SERVICE/RENT/MAIN/ADMIN - OCT 24
317740	12/27/2024	372	FIRST NIGHT TRI-CITIES	2024 SPONSORSHIP OF FIRST NIGHT EVENT.
317745	12/27/2024	926	GORDON THOMAS HONEYWEL GOVERNMENTAL AFFAIRS	LOBBYIST SERVICES
317829	12/31/2024	84	BENTON PUD NO. 1	ELECTRICITY
				100 - GF-Nondepartmental Subtotal:
				\$323,550.02
				Total For Fund 001
				\$1,222,043.32
Fund 102				
010 - Fund Activity				
317497	12/13/2024	9968	AG SPRAY EQUIPMENT, FIMCO INC	DE ICER TANK
317504	12/13/2024	5050	ARG INDUSTRIAL	DE ICER FITTING
317522	12/13/2024	1817	RADIO SERVICE COMPANY INC	RADIO MAINT FOR SNOW TRUCKS
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING
317645	12/13/2024	957	RANCH & HOME INC	OIL FOR PUMP
317669	12/13/2024	172	THE TRI-CITY HERALD	SOLID WASTE RATE INCREASE AD FOR 2025
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
317703	12/27/2024	5050	ARG INDUSTRIAL	DE ICER PARTS
317704	12/27/2024	9445	AVERY DENNISON CORPORATION	SIGN MATERIALS
317758	12/27/2024	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - NOVEMBER
317791	12/27/2024	4618	RODDA PAINT COMPANY	PAINT TIPS FOR PAINT TRUCK
317816	12/27/2024	3883	U R M CASH & CARRY	SOAP FOR CRACK SEALING
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
317827	12/27/2024	10694	WEATHERNET, NARWHAL MET LLC	WEATHER SERVICE - DECEMBER 2024
				010 - Fund Activity Subtotal:
				\$17,363.83
110 - Traffic				
317582	12/13/2024	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING
317664	12/13/2024	2430	STONEWAY ELECTRIC SUPPLY	FUSE KITS, FUSES
317680	12/13/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
317746	12/27/2024	1775	GRAINGER	GRAFFITI REMOVAL
317758	12/27/2024	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - NOVEMBER
317819	12/27/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
317825	12/27/2024	1035	WASHINGTON HARDWARE AND, FURNITURE CO	LOCKS AND CABLE

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317829	12/31/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$28,219.21
110 - Traffic Subtotal:				\$30,174.49
Total For Fund 102				\$47,538.32
Fund 103				
010 - Fund Activity				
317585	12/13/2024	844 IMS INFRASTRUCTURE MANAGEMENT SERVICES	P2404 CONSUTLANT INVOICE	\$7,665.00
317589	12/13/2024	113 INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	P2401 PAY EST 4	\$792,619.66
317591	12/13/2024	529 INTERMOUNTAIN MATERIAL TESTING	P2414 MATERIAL TESTING	\$2,750.25
010 - Fund Activity Subtotal:				\$803,034.91
Total For Fund 103				\$803,034.91
Fund 106				
010 - Fund Activity				
317668	12/13/2024	8 TELCO WIRING & REPAIR INC	BIPIN NETWORK CONNECTIONS	\$7,687.81
317680	12/13/2024	30 VERIZON NORTHWEST	BIPIN CELL PHONES	\$129.23
317819	12/27/2024	30 VERIZON NORTHWEST	BIPIN CELL PHONES	\$129.23
010 - Fund Activity Subtotal:				\$7,946.27
Total For Fund 106				\$7,946.27
Fund 107				
130 - CDBG				
EFT	12/02/2024	1052 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	RETURN OVERSTATEMENT OF DRAWDOWN	\$31,154.25
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$31.41
317721	12/27/2024	395 CITY OF KENNEWICK	CDBG 2024 4TH QTR. YOUTH SCHOLARSHIPS	\$903.70
130 - CDBG Subtotal:				\$32,089.36
140 - HOME				
317812	12/27/2024	172 THE TRI-CITY HERALD	2025-2029 CONSOLIDATED PLAN AD	\$861.23
140 - HOME Subtotal:				\$861.23
Total For Fund 107				\$32,950.59
Fund 116				
010 - Fund Activity				
EFT	12/03/2024	70586 TOYOTA CENTER	OPERATING SUBSIDY	\$350,000.00
317491	12/05/2024	73761 TRI-CITIES VISITOR & CONV. BUR	TOURISM PROMOTION AREA DISTRIBUTION	\$86,617.72
317673	12/13/2024	176 TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2024-NOVEMBER	\$23,656.25
010 - Fund Activity Subtotal:				\$460,273.97
Total For Fund 116				\$460,273.97

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Fund 117				
042 - City Attorney				
317529	12/13/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	RECURRING SHRED SERVICE	\$13.21
317644	12/13/2024	3467 PRONTO PROCESS SERVICE, INC	COURIER SERVICE - NOVEMBER 2024	\$17.50
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$69.85
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$69.85
042 - City Attorney Subtotal:				\$170.41
073 - KPD-Patrol				
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,280.92
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,455.65
073 - KPD-Patrol Subtotal:				\$2,736.57
Total For Fund 117				\$2,906.98
Fund 118				
010 - Fund Activity				
317528	12/13/2024	10777 CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	\$6,131.56
317550	12/13/2024	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$8,555.47
317555	12/13/2024	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$4,168.23
317565	12/13/2024	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$4,168.23
317576	12/13/2024	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,599.81
317583	12/13/2024	830 IAN WAYNE MCKENZIE	NW HIDTA OPERATIONS MANAGER	\$5,000.00
317624	12/13/2024	301 MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	\$4,168.23
317649	12/13/2024	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$5,322.69
317653	12/13/2024	396 SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	\$4,168.23
317688	12/13/2024	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$9,997.38
317698	12/27/2024	465 AFFIRMA CONSULTING LLC	WEBSITE MANAGED SERVICE-NOVEMBER SUPPORT	\$2,200.00
317735	12/27/2024	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$9,528.96
317738	12/27/2024	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$4,168.23
317744	12/27/2024	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$4,168.23
317747	12/27/2024	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,599.81
317753	12/27/2024	830 IAN WAYNE MCKENZIE	NW HIDTA OPERATIONS MANAGER	\$5,000.00
317769	12/27/2024	301 MICHAEL J MIZER	VANCOUVER, WA WA ST FUSION CENTER 2024 CONFERENCE	\$4,718.73
317780	12/27/2024	1036 THOMAS F OVENS	TRAINING-USE OF FORCE CORE PRINCIPLES	\$6,400.00
317793	12/27/2024	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$5,322.69
317797	12/27/2024	262 SELIG FAMILY HOLDINGS LLC	MONTHLY RENT DECEMBER	\$20,885.71
317799	12/27/2024	396 SHAWN ALEXANDER MITCHELL	TNT/CLARK-VANCOUVER DTF-NOV 2024	\$4,658.41
317828	12/27/2024	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$10,247.38
010 - Fund Activity Subtotal:				\$136,177.98

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Total For Fund 118				\$136,177.98
Fund 119				
010 - Fund Activity				
317538	12/13/2024	6375	COMPUNET INC	ARCTIC WOLF - CORPORATE RENEWAL 2024-2025
				\$104,368.96
010 - Fund Activity Subtotal:				\$104,368.96
Total For Fund 119				\$104,368.96
Fund 300				
000 - Fund Activity				
EFT	12/23/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024
				\$440.39
000 - Fund Activity Subtotal:				\$440.39
010 - Fund Activity				
317553	12/13/2024	182	ELLISON EARTHWORKS LLC	P2411 PAY EST 1
				\$117,486.78
317627	12/13/2024	1032	MORENO & CASTILLO CONSTRUCTION, LLC	P2410 PAY EST 1
				\$66,839.55
010 - Fund Activity Subtotal:				\$184,326.33
160 - Land & Facilities				
317508	12/13/2024	999	PONCIANO BAZAN	JAY PERRY BASKETBALL COURT
				\$61,572.33
317526	12/13/2024	559	ROBERTO C SANCHEZ	RETAINAGE RELEASE REFURBISH VETERANS MEMORIALS
				\$900.00
317533	12/13/2024	836	CLIFF THORN CONSTRUCTION LLC	90% PAYMENT CIVIC POOL SHADE STRUCTURE
				\$42,054.39
317563	12/13/2024	409	FRONTIER FENCE INC	LAWRENCE SCOTT BALL FIELD 2 FENCING REPLACEMENT
				\$13,587.50
317604	12/13/2024	9773	KITTELSON & ASSOCIATES INC	PROFESSIONAL SERVICES
				\$6,476.46
317642	12/13/2024	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	LIGHT TIMER FOR SIDEWALK LIGHTS AND LED LIGHT BULB
				\$830.14
317702	12/27/2024	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	RETAINAGE RELEASE CIVIC POOL HEATER INSTALL
				\$6,387.40
317714	12/27/2024	749	BUILDERS HARDWARE & SUPPLY CO	DOORS FOR HORSE HEAVEN HILLS PIPE CHASE
				\$1,675.60
317770	12/27/2024	984	MURLEY'S FLOORCOVERING LLC	90% PAYMENT KENNEWICK POLICE DEPT STAIR TREAD
				\$6,895.19
160 - Land & Facilities Subtotal:				\$140,379.01
170 - Capital Purchases				
317643	12/13/2024	18	POWER DMS INC	POWERDMS POWERTIME SETUP & SUBSCRIPT 8/24 - 7/25
				\$11,679.60
317727	12/27/2024	6375	COMPUNET INC	CITY SHOPS CISCO AND CAMERA WORK
				\$19,451.87
317734	12/27/2024	229	DELL MARKETING L.P., C/L DELL USA L.P.	DELL REPLACEMENT TRY - BUYS
				\$78,766.19
317776	12/27/2024	850	NOVACOAST	ADVANCED AUTHENTICATION PROFESSIONAL SERVICES
				\$87.50
170 - Capital Purchases Subtotal:				\$109,985.16
Total For Fund 300				\$435,130.89
Fund 303				
010 - Fund Activity				
317593	12/13/2024	4713	J-U-B ENGINEERS INC	P2403 CONSULTANT INVOICE
				\$28,022.07
317655	12/13/2024	680	SIERRA ELECTRIC, INC.	P2011 PAY EST 3 FINAL
				\$50,378.00

City of Kennewick
Claims Roster by Fund/Division
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317669	12/13/2024	172 THE TRI-CITY HERALD	INVITATION TO BID (P2011 QUINAULT & CCB INTERSECT)	\$626.50
010 - Fund Activity Subtotal:				\$79,026.57
Total For Fund 303				\$79,026.57
Fund 340				
010 - Fund Activity				
317533	12/13/2024	836 CLIFF THORN CONSTRUCTION LLC	90% PAYMENT CIVIC POOL SHADE STRUCTURE	\$9,150.85
317607	12/13/2024	638 LANDSCAPE STRUCTURES	95% PAYMENT NINJA COURSE PLAYGROUND	\$41,090.40
010 - Fund Activity Subtotal:				\$50,241.25
Total For Fund 340				\$50,241.25
Fund 350				
010 - Fund Activity				
317518	12/13/2024	216 BOYD'S TREE SERVICE	COLUMBIA PARK-FUTURE DOG PARK SITE-TREE REMOVAL	\$4,769.21
317607	12/13/2024	638 LANDSCAPE STRUCTURES	95% PAYMENT NINJA COURSE PLAYGROUND	\$6,738.11
317743	12/27/2024	409 FRONTIER FENCE INC	NINJA COURSE FENCING AND CONCRETE SLAB	\$8,330.28
010 - Fund Activity Subtotal:				\$19,837.60
Total For Fund 350				\$19,837.60
Fund 371				
010 - Fund Activity				
317613	12/13/2024	10613 LOCUTION SYSTEMS, INC.	FIRE STATION RESPONDER SOFTWARE	\$922.86
010 - Fund Activity Subtotal:				\$922.86
Total For Fund 371				\$922.86
Fund 402				
010 - Fund Activity				
EFT	12/23/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024	\$20,010.79
317499	12/13/2024	5681 AMERIGAS PROPANE LP	ST4 PROPANE TANK RENTAL	\$75.07
317516	12/13/2024	3495 BOUND TREE MEDICAL LLC	GENERAL MED. SUPPLIES	\$38.12
317525	12/13/2024	7715 CARDINAL HEALTH 411, INC	MEDICATION	\$524.65
317527	12/13/2024	7496 CHAPLAIN SERVICES NETWORK	CHAPLAIN SERVICES NETWORK 2023-2024	\$1,345.16
317529	12/13/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED SHRED SERVICE	\$50.89
317531	12/13/2024	100 CITY OF RICHLAND	2024 VHF RADIO MAINTENANCE	\$23,525.80
317547	12/13/2024	229 DELL MARKETING L.P., C/L DELL USA L.P.	COMPUTER EQUIPMENT FIRE ADMINISTRATION	\$2,085.44
317549	12/13/2024	8940 DFND TECHNOLOGIES LLC	DRI-FIT SHIRTS	\$1,882.75
317552	12/13/2024	903 EDDIE HIGGINBOTHAM	REMB-MEDIC SCHOOL TUITION	\$1,423.93
317566	12/13/2024	5823 GALLS, LLC	PANTS-HOWREY	\$267.59
317598	12/13/2024	812 JOSHUA LOPEZ	REIMB MEDIC SCHOOL TUITION	\$1,423.93
317611	12/13/2024	8868 LIFE-ASSIST	IV SUPPLIES	\$2,731.43

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317637	12/13/2024	917 OXARC, INC.	OXYGEN	\$146.45
317662	12/13/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	ST63 SUPPLIES	\$836.27
317665	12/13/2024	10778 SYSTEMS DESIGN WEST LLC	AMBULANCE BILLING-OCT 24	\$10,875.28
317667	12/13/2024	4028 TED BROWN MUSIC COMPANY	CREDIT FS2 SPEAKER UPGRADE (FROM PO 2230719)	(\$386.39)
317672	12/13/2024	945 TRI CITY CLEANERS	ALTER PANTS HOWERY	\$114.97
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,026.22
317710	12/27/2024	816 BODY ARMOR OUTLET	REPLACEMENT BODY ARMOR	\$6,690.00
317737	12/27/2024	9493 EMS TECHNOLOGY SOLUTIONS LLC	OPERATIVE IQ - SERVICE DESK MODULE	\$4,055.79
317764	12/27/2024	8868 LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	\$2,276.04
317784	12/27/2024	957 RANCH & HOME INC	PROPANE	\$14.30
317796	12/27/2024	1045 SCOTT MILLER	REIMB MEDIC SCHOOL	\$1,412.74
317808	12/27/2024	10778 SYSTEMS DESIGN WEST LLC	AMBULANCE BILLING - NOV24	\$10,636.15
317809	12/27/2024	4028 TED BROWN MUSIC COMPANY	90% PAYMENT FS#4 SPEAKER SYSTEM	\$14,843.18
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$925.98
010 - Fund Activity Subtotal:				\$108,852.53
Total For Fund 402				\$108,852.53
Fund 403				
010 - Fund Activity				
EFT	12/02/2024	70016 U.S. BANK	MERCHANT FEES	\$5,784.63
317547	12/13/2024	229 DELL MARKETING L.P., C/L DELL USA L.P.	24" MONITOR - MEDINA	\$170.95
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$423.91
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$347.08
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$347.08
010 - Fund Activity Subtotal:				\$7,073.65
Total For Fund 403				\$7,073.65
Fund 404				
010 - Fund Activity				
317503	12/13/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	TOYOTA CENTER HVAC REPLACEMENT PH2 PROJECT	\$344,937.22
317548	12/13/2024	2029 DEPARTMENT OF ENTERPRISE SERVICES DES	TOYOTA CENTER HVAC REPLACEMENT PH2 PROJECT	\$51,600.00
010 - Fund Activity Subtotal:				\$396,537.22
Total For Fund 404				\$396,537.22
Fund 405				
010 - Fund Activity				
EFT	12/23/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024	\$3,884.75
317523	12/13/2024	810 C WATTS TRUCKING LLC	P2317 PAY EST 2	\$121,935.55
317553	12/13/2024	182 ELLISON EARTHWORKS LLC	P2307 PAY EST 6	\$117,906.80
317563	12/13/2024	409 FRONTIER FENCE INC	ZINTEL DAM GATE	\$3,358.83

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$391.31
317642	12/13/2024	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	TV VAN PLUG	\$28.28
317645	12/13/2024	957 RANCH & HOME INC	SPRAYER FOR BUGS	\$14.15
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$324.87
317691	12/13/2024	1755 WILBUR-ELLIS COMPANY	BUG SPRAY FOR STORM FACILITIES	\$383.02
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$324.87
317823	12/27/2024	164 WA STATE DEPARTMENT OF ECOLOGY	DAM SAFETY INSPECTION FEE - ZINTEL CANYON DAM	\$1,208.00
010 - Fund Activity Subtotal:				\$249,760.43
Total For Fund 405				\$249,760.43

Fund 410**000 - Fund Activity**

317478	12/05/2024	70027 CITY OF KENNEWICK	WTR USED ACT#49009999-00	\$1,806.72
317481	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2800	\$260.74
317482	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2431	\$115.86
317483	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2969	\$350.27
317484	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-3467	\$400.00
317485	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2916	\$356.42
317486	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2539	\$177.30
317487	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2806	\$309.44
317488	12/05/2024	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2024-2993	\$223.25
317731	12/27/2024	13 CORE & MAIN LP	INV 300 WATER INVENTORY	\$1,054.39
317739	12/27/2024	86 FERGUSON ENTERPRISES INC	INV 300 WATER INVENTORY	\$4,005.16
317749	12/27/2024	865 HD FOWLER COMPANY INC	INV 300/400 HD FOWLER	\$19,173.51
000 - Fund Activity Subtotal:				\$28,233.06

010 - Fund Activity

EFT	12/23/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024	\$84,214.36
317500	12/13/2024	7400 ANALYTICAL SERVICES INC	AEROBIC ENDOSPORE SAMPLING	\$285.00
317501	12/13/2024	2738 ANATEK LABS INC	TOC SAMPLING RC5	\$4,355.00
317504	12/13/2024	5050 ARG INDUSTRIAL	BRASS HOSE FITTINGS FOR FIRE HYDRANT METERS	\$562.23
317505	12/13/2024	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	SCREENPRINT/EMBROIDERY OE CLOTHING EDWIN GLADE	\$152.18
317506	12/13/2024	863 BAINBRIDGE ASSOCIATES LLC	FLOW LOGGER STARTUP AND TRAINING	\$869.60
317511	12/13/2024	34 BENTON COUNTY AUDITOR	RECORDING FEE P2209 WWTP II WARRANTY DEED	\$305.50
317512	12/13/2024	94 BENTON COUNTY TREASURER	P2209 WWTP PH II TAX AFFIDAVIT	\$10.00
317513	12/13/2024	93 BENTON FRANKLIN DISTRICT, HEALTH	FECAL COLIFORM (BAC-T) SAMPLING	\$2,251.00
317514	12/13/2024	706 BLACK & VEATCH CORPORATION	P2309 CONSULTANT INVOICE	\$19,348.63
317517	12/13/2024	5736 BOWMAN CONSULTING GROUP LTD	P2412 CONSULTANT INVOICE	\$481.25
317537	12/13/2024	114 COLUMBIA RIGGING CORPORATION	SHACKLES FOR PICKING MATERIALS WITH EXCAVATOR	\$235.33
317539	12/13/2024	4853 CONNELL OIL INC, 76 DISTRIBUTING	FLOC MIXER OIL	\$1,447.17
317546	12/13/2024	767 DDB LLC	P2407 PAY EST 2	\$99,460.95

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317553	12/13/2024	182 ELLISON EARTHWORKS LLC	P2307 PAY EST 6	\$46,773.50
317554	12/13/2024	10299 ENVIRONMENTAL PRODUCTS AND, ACCESSORIES LLC	VACTOR LEADER HOSE FOR JETTING	\$439.87
317557	12/13/2024	8774 FASTENAL COMPANY	SCREWS FOR PIPE CLAMPS ON PRV	\$58.26
317559	12/13/2024	86 FERGUSON ENTERPRISES INC	TOP OF AIR RELIEF IN PRV STATION	\$7,446.34
317571	12/13/2024	1775 GRAINGER	TAPE AND WATER FILTER FOR LAB WATER	\$92.39
317572	12/13/2024	872 CYANO HOLDINGS INC	ANATOXIN-A (HAB) SAMPLING	\$350.00
317573	12/13/2024	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM ORDER - LARRY JENNINGS	\$686.00
317575	12/13/2024	7234 GROUNDWATER SOLUTIONS INC, GSI WATER SOLUTIONS	P2418 CONSULTANT INVOICE	\$300.00
317577	12/13/2024	865 HD FOWLER COMPANY INC	SEWER MANHOLES	\$3,567.35
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$2,502.51
317584	12/13/2024	9099 IDEXX DISTRIBUTION INC	FECAL QC TEST	\$262.76
317586	12/13/2024	116 INDUSTRIAL CONSTRUCTION OF WASHINGTON LLC	P2310 PAY EST 2	\$74,578.65
317587	12/13/2024	116 INDUSTRIAL CONSTRUCTION OF WASHINGTON LLC	P2117 PAY EST 10 FINAL	\$5,572.67
317591	12/13/2024	529 INTERMOUNTAIN MATERIAL TESTING	P2407 MATERIAL TESTING	\$1,485.00
317593	12/13/2024	4713 J-U-B ENGINEERS INC	P2312 CONSULTANT INVOICE	\$1,972.50
317600	12/13/2024	669 KELLER ASSOCIATES INC	P2408 CONSULTANT INVOICE	\$12,396.25
317601	12/13/2024	78 KENNEWICK INDUSTRIAL & ELEC	PARTS FOR PRV REPLACEMENT	\$81.60
317602	12/13/2024	377 KENNEWICK IRRIGATION DISTRICT	ROW PERMIT 2024-15 LIA P2211	\$350.00
317614	12/13/2024	3154 M & M BOLT COMPANY, LLC	BOLTS FOR SCREEN ROOM BEARINGS	\$17.39
317621	12/13/2024	6441 MERRELL BROTHERS INC	P2209 PAY EST 1	\$3,054,952.02
317625	12/13/2024	1086 MONARCH MACHINE & TOOL CO INC	ALUMINUM BOXES FOR AMI RADIO ATTACHMENT ON FHM	\$3,430.35
317626	12/13/2024	5112 MOON SECURITY SERVICES, INC	WFP - 10128	\$91.24
317631	12/13/2024	1290 NCL OF WISCONSIN, INC.	LAB SUPPLIES	\$330.92
317632	12/13/2024	7683 NETSUPPORT INC	WTP AND WWTP NET SUPPORT RENEWAL	\$155.55
317635	12/13/2024	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$23.68
317637	12/13/2024	917 OXARC, INC.	WEDGES FOR LARGE METER REPLACEMENTS	\$542.33
317638	12/13/2024	1040 PARAMOUNT SUPPLY COMPANY	BALL VALVE FOR POLY ALUM PUMP	\$199.87
317645	12/13/2024	957 RANCH & HOME INC	WASH DOWN GUN FOR BACK OF TV VAN	\$69.09
317647	12/13/2024	6065 RH2 ENGINEERING INC	P2308 CONSULTANT INVOICE	\$9,223.82
317655	12/13/2024	680 SIERRA ELECTRIC, INC.	NEW POWER TO NEW GARAGE DOOR OPENER IN SCREEN ROOM	\$986.86
317669	12/13/2024	172 THE TRI-CITY HERALD	INVITATION TO BID P2211 LIGHT IND. AREA EXT (LIA)	\$971.65
317676	12/13/2024	17 TWIN CITY METALS INC	HOLE SAW BIT FOR AMI RADIOS	\$12.50
317677	12/13/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$49.83
317678	12/13/2024	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$152.20
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$3,285.56
317682	12/13/2024	5815 VINCENT BROTHERS LLP	P2117 PAY EST 1	\$550,007.56
317700	12/27/2024	7400 ANALYTICAL SERVICES INC	AEROBIC ENDOSPORE SAMPLING	\$890.00
317701	12/27/2024	2738 ANATEK LABS INC	TOC SAMPLING	\$90.00
317703	12/27/2024	5050 ARG INDUSTRIAL	BRASS SWIVELS FOR NEW FIRE HYDRANT METERS	\$3,654.49
317705	12/27/2024	4052 BATTERIES PLUS	SEWER COLLECTION FLOW LOGGER BATTERIES RETURNED	\$120.55

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317706	12/27/2024	3707 BAXTER AUTO PARTS	MALE ELECTRICAL CONNECTORS	\$5.23
317709	12/27/2024	93 BENTON FRANKLIN DISTRICT, HEALTH	COLIFORM (BAC T) SAMPLING	\$2,969.12
317713	12/27/2024	614 BRYAN BENTRUP	UNIFORM ALLOWANCE	\$269.34
317716	12/27/2024	83 CASCADE NATURAL GAS	GAS SERVICE	\$3,131.79
317728	12/27/2024	10831 CONCEPT SYSTEMS INC	WWTP NON POTABLE WATER SCADA PROGRAMMING	\$1,890.00
317731	12/27/2024	13 CORE & MAIN LP	PIPE SUPPORT STANDS FOR LARGE METERS IN VAULTS	\$119.07
317739	12/27/2024	86 FERGUSON ENTERPRISES INC	GASKETS FOR LARGE METER REPLACEMENTS	\$389.04
317746	12/27/2024	1775 GRAINGER	SAFETY GOGGLES	\$187.04
317749	12/27/2024	865 HD FOWLER COMPANY INC	SEWER MANHOLES	\$4,388.71
317750	12/27/2024	6569 HDR INC	P1905 CONSULTANT INVOICE	\$24,418.61
317755	12/27/2024	4713 J-U-B ENGINEERS INC	P2209 CONSULTANT INVOICE	\$21,541.00
317758	12/27/2024	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - NOVEMBER	\$121.56
317759	12/27/2024	892 KEVIN KLOFT	UNIFORM ALLOWANCE	\$206.50
317768	12/27/2024	6441 MERRELL BROTHERS INC	P2209 DESIGN INVOICE	\$118,510.01
317785	12/27/2024	957 RANCH & HOME INC	PARTS TO REPAIR AIR HOSE IN WATER SHOP	\$79.32
317792	12/27/2024	699 ROSIE RUNYON	UNIFORM ALLOWANCE	\$108.69
317794	12/27/2024	6567 RS AMERICAS INC	WTP TEMPERATURE SENSOR FOR CHEMICAL ROOM	\$2,371.96
317815	12/27/2024	17 TWIN CITY METALS INC	PARTS TO TORCH BOLTS OFF OF LARGE METERS	\$40.77
317818	12/27/2024	3881 UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	\$274.56
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$2,929.30
317823	12/27/2024	164 WA STATE DEPARTMENT OF ECOLOGY	DEBT SERVICE PAYMENT LN-000004356	\$70,775.67
317829	12/31/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$102,586.78
010 - Fund Activity Subtotal:				\$4,359,465.38
Total For Fund 410				\$4,387,698.44

Fund 501**000 - Fund Activity**

EFT	12/23/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024	\$175.25
317541	12/13/2024	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	TRANSMISSION SEALS/SCREENS FOR FLEET	\$587.16
317542	12/13/2024	5727 COSTCO ANYWHERE CITI VISA	INV 700 POWERSTOP BRAKES	\$1,170.12
317545	12/13/2024	9827 DAY WIRELESS SYSTEMS	INV 700 STROBE LIGHT	\$326.65
317569	12/13/2024	10783 GOODYEAR COMMERCIAL TIRE, GOODYEAR TIRE & RUBBER	INV 800 GOODYEAR TIRES	\$2,224.78
317629	12/13/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$199.59
317634	12/13/2024	4217 O'REILLY AUTO PARTS	AIR/CABIN/OIL FILTER INV	\$392.01
317729	12/27/2024	4853 CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL	\$1,834.15
317779	12/27/2024	6241 PASCO TIRE FACTORY INC	INV 800 FIRESTONE TIRES	\$1,529.52
317782	12/27/2024	9822 QUALITY CHAIN CORP	INV 700 TIRE CHAINS	\$2,458.01
000 - Fund Activity Subtotal:				\$10,897.24

010 - Fund Activity

317515	12/13/2024	1031 BLACKLINE SOLUTIONS, LLC	PLOW FRAME FOR V3904	\$1,920.00
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City of Kennewick
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12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317524	12/13/2024	10504 CANYON COUNTRY CYCLE, CANYON COUNTRY CYCLE LLC	MUFFLER FOR V3109	\$256.37
317535	12/13/2024	1310 COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	\$20,822.17
317536	12/13/2024	6389 COLUMBIA ELECTRIC SUPPLY	SHOP BAY LIGHTING FIXTURES - ARPA	\$394.04
317541	12/13/2024	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	CAMERA FOR V7936	\$559.16
317561	12/13/2024	81 FNS COLLISION GROUP LLC	2025 POLICE VEHICLE PAINT	\$6,049.17
317571	12/13/2024	1775 GRAINGER	VACUUM FILTER INV	\$84.27
317580	12/13/2024	8572 HIGH DESERT MAINTENANCE INC	AR PLATE FOR V4907	\$2,636.15
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$195.66
317588	12/13/2024	986 INGERSOLL-RAND INDUSTRIAL U.S., INC INGERSOLL-RAND	AIR DRYER FOR SHOP COMPRESSOR - ARPA	\$4,122.10
317594	12/13/2024	2285 JIFFY CAR WASH, INC.	CAR WASH FOR NOVEMBER	\$652.20
317595	12/13/2024	3363 JIM'S PACIFIC GARAGES INC	INJECTOR REPAIR FOR V0228	\$6,051.09
317603	12/13/2024	6243 KIMBALL MIDWEST	FASTENER INVENTORY FLEET	\$235.78
317608	12/13/2024	9102 LAUDENSLAGER, STEVE	WORK BOOT REIMBURSEMENT	\$331.56
317610	12/13/2024	8933 LES SCHWAB TIRE CENTERS, OF WASHINGTON INC	REPAIR FLAT ON V4105	\$54.34
317617	12/13/2024	2669 MASCOTT EQUIPMENT COMPANY	FLEET OIL HOSE REEL	\$911.46
317618	12/13/2024	2254 MCMASTER-CARR SUPPLY COMPANY	PIPE FITTINGS INV	\$176.54
317622	12/13/2024	1576 MID COLUMBIA FORKLIFT, INC.	USED TOYOTA 8FGU25 FORKLIFT	\$28,805.50
317628	12/13/2024	819 MOTION AND FLOW CONTROL PRODUCTS INC	SPIRAL CLAMP FOR V3530	\$54.62
317629	12/13/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	SPRING BRAKE FOR V4104	\$644.87
317634	12/13/2024	4217 O'REILLY AUTO PARTS	FILTERS FOR V3211	\$2,347.26
317639	12/13/2024	981 HCOP LLC	BELTS FOR V3731	\$111.67
317640	12/13/2024	6241 PASCO TIRE FACTORY INC	TIRE REPAIR FOR V5100	\$1,070.68
317650	12/13/2024	9107 RWC INTERNATIONAL LTD	BRAKE SHOE KIT FOR V0156	\$1,341.80
317656	12/13/2024	9797 SIGNS BY SUE	REPLACE BADGING FOR V2002	\$185.13
317659	12/13/2024	5320 SOLID WASTE SYSTEMS INC	REMOTE FOR V5100	\$6,287.95
317678	12/13/2024	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$135.90
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$174.24
317699	12/27/2024	7305 ALL POINTS LOCKSMITH COMPANY	REKEY SERVICE FOR SURPLUS VEHICLES	\$1,413.10
317712	12/27/2024	10612 BRAUN INDUSTRIES INC	GAS CYLINDERS VEH 2715	\$161.90
317715	12/27/2024	810 C WATTS TRUCKING LLC	RETAINAGE VEHICLE LIFT DEMO AND DECOM -- ARPA	\$1,275.00
317724	12/27/2024	1310 COLEMAN OIL COMPANY	COLUMBIA PARK MOWER FUEL	\$22,908.07
317726	12/27/2024	6389 COLUMBIA ELECTRIC SUPPLY	ADDITIONAL ITEMS SHOP LIGHTING UPGRADES	\$435.34
317752	12/27/2024	8711 HUGHES FIRE EQUIPMENT INC	DOT INSPECTION/REPAIRS FOR V2307	\$62,362.77
317756	12/27/2024	3363 JIM'S PACIFIC GARAGES INC	REPLACEMENT HEAD FOR V4100	\$139.72
317760	12/27/2024	5495 KOOL SHADES WINDOW TINTING, JOVENTINO M CORREA	WINDOW TINT VEH 2300	\$326.10
317766	12/27/2024	2254 MCMASTER-CARR SUPPLY COMPANY	HARDWARE VEH 3906	\$59.70
317772	12/27/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	BRAKE PARTS VEH 2717	\$146.44
317777	12/27/2024	4217 O'REILLY AUTO PARTS	SWITCH VEH 2307	\$109.40
317779	12/27/2024	6241 PASCO TIRE FACTORY INC	TIRES VEH 5002	\$3,204.49
317787	12/27/2024	3803 RDO EQUIPMENT	OIL CHANGE AND SERVICE VEH 3403	\$461.74

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317795	12/27/2024	9107 RWC INTERNATIONAL LTD	EXHAUST PARTS VEH 0156	\$1,422.24
317800	12/27/2024	9797 SIGNS BY SUE	MARKING REWRAP VEH 7808	\$3,055.73
317804	12/27/2024	247 SS EQUIPMENT, PASCO NEW HOLLAND	BLADE VEH 3906	\$577.15
317811	12/27/2024	7370 THE FAB SHOP LLC	DUMP CONVEYOR BELT VEH 0462	\$7,162.18
317813	12/27/2024	71 SEWN PRODUCTS LLC	TACTICAL SEATCOVERS FOR PD VEHICLES	\$1,415.27
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$174.24
010 - Fund Activity Subtotal:				\$193,422.26
Total For Fund 501				\$204,319.50
Fund 502				
000 - Fund Activity				
EFT	12/23/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX-NOVEMBER 2024	\$41.80
317571	12/13/2024	1775 GRAINGER	INV 200 GRAINGER	\$810.71
317611	12/13/2024	8868 LIFE-ASSIST	INV 200 NITRILE GLOVES	\$7,500.30
317670	12/13/2024	367 TRAFFIC SAFETY SUPPLY CO INC	INV 900 STREET INVENTORY	\$2,716.15
317746	12/27/2024	1775 GRAINGER	INV 200 GRAINGER	\$1,638.99
317773	12/27/2024	1525 NATIONAL BARRICADE CO LLC	INV 900 STREET INVENTORY	\$7,820.20
000 - Fund Activity Subtotal:				\$20,528.15
010 - Fund Activity				
317609	12/13/2024	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2024	\$1,021.55
317696	12/27/2024	1526 ABADAN	COPIER MAINTENANCE - 2024	\$631.39
317762	12/27/2024	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2024	\$2,187.25
010 - Fund Activity Subtotal:				\$3,840.19
Total For Fund 502				\$24,368.34
Fund 503				
010 - Fund Activity				
EFT	12/05/2024	70008 WA. STATE DEPT OF LICENSING	DRIVER ABSTRACT	\$15.00
EFT	12/09/2024	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$750.00
317496	12/13/2024	8615 ADVANCED TRAFFIC PRODUCTS INC	REPLACE PED PUSHBUTTON AT 1ST & GUM	\$2,527.17
317540	12/13/2024	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE SIGNAL POLE, ARM & BASE AT 4TH & OLYMPIA	\$9,481.61
317561	12/13/2024	81 FNS COLLISION GROUP LLC	REPAIR KPD #7302	\$5,512.46
317582	12/13/2024	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	HR/SAFETY TRAINING	\$65.21
317655	12/13/2024	680 SIERRA ELECTRIC, INC.	REPLACE LIGHT POLE AT 2911 W. KENNEWICK AVE.	\$8,407.01
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
317697	12/27/2024	8615 ADVANCED TRAFFIC PRODUCTS INC	REPLACE 8 PED PUSHBUTTONS AT 4TH & OLYMPIA	\$3,253.92
317725	12/27/2024	2899 COLUMBIA BASIN HEARING CENTER, LLC	2024 REQUIRED ANNUAL HEARING EXAMS	\$5,800.00
317730	12/27/2024	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE PED PUSHBUTTON POLE AT 1ST & GUM	\$1,081.57
317741	12/27/2024	81 FNS COLLISION GROUP LLC	REPAIR KPD #7301	\$10,554.13

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317752	12/27/2024	8711 HUGHES FIRE EQUIPMENT INC	REPAIR KFD LADDER TRUCK	\$5,965.74
317775	12/27/2024	536 NORTHWEST MOBILE FLAGGING ACADEMY	TRAFFIC FLAGGING CLASS ON 12/11/24.	\$2,200.00
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
010 - Fund Activity Subtotal:				\$55,696.64
Total For Fund 503				\$55,696.64

Fund 611**010 - Fund Activity**

317736	12/27/2024	5685 ECKERT, NANCY	LEOFF 1 PENSION	\$1,816.62
317781	12/27/2024	6700 PURDY, PAULA	LEOFF 1 PENSION	\$1,159.80
317789	12/27/2024	145 REMUS, LARRY J	LEOFF 1 PENSION	\$674.55
317798	12/27/2024	148 SHAW, LEONARD	LEOFF 1 PENSION	\$427.08
317801	12/27/2024	150 SLEATER, LARRY L	LEOFF 1 PENSION	\$1,242.33
317820	12/27/2024	152 VICKERMAN, THOMAS	LEOFF 1 PENSION	\$233.45
010 - Fund Activity Subtotal:				\$5,553.83
Total For Fund 611				\$5,553.83

Fund 612**010 - Fund Activity**

317521	12/13/2024	185 BUCK, GARY E	RETIREE MEDICAL	\$174.70
317551	12/13/2024	1894 EASLING, CONNIE	RETIREE MEDICAL	\$174.70
317556	12/13/2024	41 FARNKOFF, ROBERT C	RETIREE MEDICAL	\$174.70
317558	12/13/2024	58 FEARING, DOUG	RETIREE MEDICAL	\$174.70
317567	12/13/2024	181 GIER, CHARLES W.	RETIREE MEDICAL	\$174.70
317568	12/13/2024	134 GONDERMAN, DAVID A	RETIREE MEDICAL	\$174.70
317574	12/13/2024	62 GROSS, ROBERT	RETIREE MEDICAL	\$174.70
317578	12/13/2024	455 HEIMBIGNER, MICHAEL	RETIREE MEDICAL	\$174.70
317581	12/13/2024	6744 HIRSCHER, ARTHUR D	RETIREE MEDICAL	\$104.90
317597	12/13/2024	3891 JOPLIN, ALAN	RETIREE MEDICAL	\$174.70
317599	12/13/2024	65 JUERGENSEN, CURT	RETIREE MEDICAL	\$164.90
317606	12/13/2024	60 KRAFT, JAMES	RETIREE MEDICAL	\$174.70
317615	12/13/2024	50 MACE, BILL	RETIREE MEDICAL	\$174.70
317616	12/13/2024	52 MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	\$224.70
317633	12/13/2024	142 O'HAIR, RONALD L	RETIREE MEDICAL	\$174.70
317641	12/13/2024	5554 PENNEY, MICHAEL	RETIREE MEDICAL	\$134.00
317646	12/13/2024	145 REMUS, LARRY J	RETIREE MEDICAL	\$174.70
317651	12/13/2024	1821 SCHARNHORST, DEAN	RETIREE MEDICAL	\$164.90
317652	12/13/2024	148 SHAW, LEONARD	RETIREE MEDICAL	\$174.70
317658	12/13/2024	150 SLEATER, LARRY L	RETIREE MEDICAL	\$174.70
317660	12/13/2024	66 SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	\$174.70

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317674	12/13/2024	1318 TRIPP, GREG	RETIREE MEDICAL	\$164.90
317681	12/13/2024	152 VICKERMAN, THOMAS	RETIREE MEDICAL	\$164.90
317684	12/13/2024	8584 WAGNER, BRIAN	RETIREE MEDICAL	\$173.70
317686	12/13/2024	9944 WATERS, DENNIS	RETIREE MEDICAL	\$174.70
317692	12/13/2024	2997 WILLIAMS, GARY	RETIREE MEDICAL	\$174.70
317693	12/13/2024	9776 YADEN, MARK	RETIREE MEDICAL	\$174.70
010 - Fund Activity Subtotal:				\$4,616.20
Total For Fund 612				\$4,616.20
Fund 642				
000 - Fund Activity				
317510	12/13/2024	14 BENTON COUNTY	METRO OT REIMBURSEMENT-OCT 2024	\$538.80
317530	12/13/2024	435 CITY OF PASCO	METRO OT REIMBURSEMENT OCT 2024	\$460.97
317532	12/13/2024	1516 CITY OF WEST RICHLAND	METRO OT REIMBURSEMENT- OCT 2024	\$1,383.30
317708	12/27/2024	14 BENTON COUNTY	METRO OT REIMBURSEMENT- NOV 2024	\$2,303.43
317723	12/27/2024	1516 CITY OF WEST RICHLAND	METRO OT REIMBURSEMENT- OCDETF NOV 2024	\$2,410.85
000 - Fund Activity Subtotal:				\$7,097.35
010 - Fund Activity				
317535	12/13/2024	1310 COLEMAN OIL COMPANY	UC VEHICLE FUEL EXPENSE	\$126.96
317543	12/13/2024	7711 CULLIGAN WATER CONDITIONING	CULLIGAN WATER SERVICE	\$20.11
317619	12/13/2024	3284 MEL'S INTER-CITY TOWING	TOW EXPENSE (TF24-118)	\$123.38
317666	12/13/2024	7988 T-MOBILE USA, INC, LAW ENFORCEMENT RELATIONS	GPS LOCATE (TF24-115A)	\$230.00
317675	12/13/2024	457 TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE (DEC)	\$905.00
317680	12/13/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$81.42
317819	12/27/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$81.42
010 - Fund Activity Subtotal:				\$1,568.29
Total For Fund 642				\$8,665.64
				\$8,855,542.89

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



I, Jessica Platt, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.

Jessica Platt, Finance Director

The payments on this claims roster are comprised of the following:

Check Numbers 317478 through 317829:	\$8,234,744.63
Electronic Payments (EFT):	\$620,798.26
Total	\$8,855,542.89

City of Kennewick
Claims Roster by Fund/Division
12/1/2024 to 12/31/2024



CLAIMS SUMMARY		
FUND	DESCRIPTION	AMOUNT
001	GENERAL FUND	1,222,043.32
102	STREET FUND	47,538.32
103	ARTERIAL STREET FUND	803,034.91
106	BI-PIN OPERATIONS FUND	7,946.27
107	COMMUNITY DEVELOPMENT FUND	32,950.59
116	LODGING TAX FUND	460,273.97
117	CRIMINAL JUSTICE SALES TAX FND	2,906.98
118	HIDTA FIDUCIARY PROGRAM	136,177.98
119	CORONAVIRUS FISCAL RECOVERY FD	104,368.96
300	CAPITAL IMPROVEMENTS FUND	435,130.89
303	URBAN ARTERIAL STREET FUND	79,026.57
340	PARK RESERVE FUND	50,241.25
350	PARK IMPACT FEE FUND	19,837.60
371	GO BOND 2022 FUND	922.86
402	MEDICAL SERVICES FUND	108,852.53
403	BUILDING SAFETY FUND	7,073.65
404	COLISEUM FUND	396,537.22
405	STORMWATER UTILITY FUND	249,760.43
410	WATER AND SEWER FUND	4,387,698.44
501	EQUIPMENT RENTAL FUND	204,319.50
502	CENTRAL STORES FUND	24,368.34
503	RISK MANAGEMENT FUND	55,696.64
611	FIREMENS PENSION FUND	5,553.83
612	OPEB TRUST FUND	4,616.20
642	METRO DRUG FORFEITURE FUND	8,665.64
Total:		8,855,542.89

City of Kennewick
PCard Roster by Fund
11/1/2024 to 11/30/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
001 - GENERAL FUND				
CITY COUNCIL	11079	PROCARD, OUR COOKIE HOUSE	RETIREMENT CELEBRATION COOKIES FOR CITY COUNCIL MEETING	96.76
			City Council Subtotal:	\$96.76
CITY MANAGER	172	THE TRI-CITY HERALD	TRI CITY HERALD SUBSCRIPTION FOR THE CITY MANAGERS OFFICE	23.99
CITY MANAGER	10158	PROCARD, CANVA	CANVA SUBSCRIPTION FOR MARKETING TEAM	41.99
CITY MANAGER	999998	OPENAI *CHATGPT SUBSCR	CHATGPT SUBSCRIPTION FOR CITY MANAGERS OFFICE	21.74
CITY MANAGER	6006	ADOBE SYSTEMS, INC	ADOBE SUBSCRIPTION FOR CITY MANAGERS OFFICE/MARKETING TEAM	32.60
CITY MANAGER	2438	MRSC ROSTERS	TRAINING FOR DEPUTY CITY MANAGER	75.00
CITY MANAGER	3700	OFFICE DEPOT INC	YEARLY CALENDARS FOR CITY HALL AND OFFICE SUPPLIES	319.07
			City Manager Subtotal:	\$514.39
RECREATION SERVICES	6620	STK*SHUTTERSTOCK.COM	ADVERTISING IMAGE FOR MARKETING MATERIALS	31.53
RECREATION SERVICES	3717	AMAZON.COM	WIRELESS MOUSE/KEYBOARD - SOUTHRIDGE	42.88
RECREATION SERVICES	3717	AMAZON.COM	KCC POPCORN SUPPLIES	63.08
RECREATION SERVICES	3717	AMAZON.COM	KCC SUPPLIES	50.58
RECREATION SERVICES	3883	U R M CASH & CARRY	DETERGENT FOR KCC DISHWASHER	123.80
RECREATION SERVICES	189	T450N LLC	KCC CHAIR CLEANING	523.00
RECREATION SERVICES	999998	BLT*OFFICESIGNCOMPANY	GUEST SERVICES NAME TAGS	128.26
RECREATION SERVICES	7217	FACEBOOK	FACEBOOK MARKETING	125.00
RECREATION SERVICES	9708	EIG	EMAIL SUBSCRIPTION	2,078.00
RECREATION SERVICES	3717	AMAZON.COM	CAMERA CHARGER	21.73
RECREATION SERVICES	3717	AMAZON.COM	FILE CABINET	120.29
RECREATION SERVICES	7680	PANDORA*INTERNET RADIO	PANDORA FOR SR	32.56
RECREATION SERVICES	3717	AMAZON.COM	OPERATING SUPPLIES KCC	40.94
RECREATION SERVICES	3681	GOOGLE CUSTODIAN OF RECORDS, GOOGLE INC	YOUTUBE TV FOR SR	79.34
RECREATION SERVICES	612	RENEE CHRISTEN LA PLANTE	STAFF POLO & JACKET	97.83
RECREATION SERVICES	999998	PICKLEBALL CENTRAL	PICKLEBALL NETS FOR SR	162.94
RECREATION SERVICES	172	THE TRI-CITY HERALD	SUBSCRIPTION	33.99
RECREATION SERVICES	2662	HERTZ CAR RENTAL	CAR RENTAL	59.14
RECREATION SERVICES	999998	WESTIN PCH TREE FD	REFUND FOR CHARGE IN ERROR	(47.00)
RECREATION SERVICES	999998	WESTIN PCH TREE FD	HOTEL REFUND NICK FARLINE	(148.04)
			Recreation Services Subtotal:	\$3,619.85
FACILITIES MAINTENANCE	3717	AMAZON.COM	CASE FOR IPAD - PARKS NEW TRACTOR	10.86
FACILITIES MAINTENANCE	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FACILITIES SUPPLIES FOR REPAIRS	84.56
FACILITIES MAINTENANCE	3223	WALMART SUPERCENTER	SHOWER CURTAINS KAC	43.33

City of Kennewick
PCard Roster by Fund
11/1/2024 to 11/30/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FACILITIES MAINTENANCE	2662	HERTZ CAR RENTAL	CAR RENTAL	59.15
FACILITIES MAINTENANCE	999998	WESTIN PCH TREE FD	REFUND FOR CHARGE IN ERROR	(47.01)
FACILITIES MAINTENANCE	5257	WAPRO	MEMBERSHIP RENEWAL	25.00
FACILITIES MAINTENANCE	299	WA STATE DEPT OF AGRICULTURE	PESTICIDE RENEWAL	785.00
FACILITIES MAINTENANCE	299	WA STATE DEPT OF AGRICULTURE	TRANSACTION FEE	23.55
FACILITIES MAINTENANCE	999998	WESTIN PCH TREE FD	HOTEL REFUND NICK FARLINE	(148.04)
Facilities Maintenance Subtotal:				\$836.40
ECONOMIC DEVELOPMENT	11071	COSTCO	BRANDED COATS AND SHIRTS FOR OUTSIDE EVENTS	115.18
ECONOMIC DEVELOPMENT	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	LOGO BRANDING	67.44
ECONOMIC DEVELOPMENT	999998	UPSIDE DOWN EVENT TENT	TABLE CLOTHES X2 FOR MARKETING EVENT BOOTH	310.00
ECONOMIC DEVELOPMENT	854	INTERNATIONAL ECONOMIC, DEVELOPMENT COUNCIL	JOCELYN GILES ECONOMIC DEVELOPMENT TRAINING COURSES	1,845.00
ECONOMIC DEVELOPMENT	9708	EIG	COMMUNICATION THRU EMAIL	306.53
ECONOMIC DEVELOPMENT	10158	PROCARD, CANVA	CHRISTMAS CARDS	310.50
Economic Development Subtotal:				\$2,954.65
ACCOUNTING	3292	BEST BUY	50" TV - JESSICA PLATT	326.09
ACCOUNTING	3717	AMAZON.COM	WIRELESS EQUIPMENT FOR WALL MOUNT TV - JESSICA PLATT	200.95
ACCOUNTING	3185	GFOA	GFOA TRAINING- GAAP UPDATE	180.00
ACCOUNTING	7237	GOTPRINT.COM	BUSINESS CARDS FOR JOLENE CARLSON	37.10
Accounting Subtotal:				\$744.14
HUMAN RESOURCES	9517	PROCARD, LEOPOLD GALLERY	ARTS COMMISSIONS ART PIECE	2,125.00
HUMAN RESOURCES	5827	TALOGY INC	CALIPER ASSESSMENTS FROM MAY - OCTOBER	10,672.00
HUMAN RESOURCES	3883	U R M CASH & CARRY	WELLNESS CHILI COOK OFF SUPPLIES	6.48
HUMAN RESOURCES	957	RANCH & HOME INC	WELLNESS CHILI COOK OFF PRIZES	461.01
HUMAN RESOURCES	3700	OFFICE DEPOT INC	OFFICE SUPPLIES FOR HR	22.39
Human Resources Subtotal:				\$13,286.88
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	54.70
Customer Service Subtotal:				\$54.70
CITY ATTORNEY	10600	PROCARD, IN *WASHINGTON ASPHALT PA	WAPRO MEMBERSHIP RENEWAL - LAURENCIO SANGUINO	25.00
CITY ATTORNEY	2435	WA STATE SECRETARY OF STATE	WA SECRETARY OF STATE - NOTARY LICENSE FEE - CHRISTINA HUMANN	15.00
City Attorney Subtotal:				\$40.00
CITY CLERK	14	BENTON COUNTY	RECORDING FEE: RESOLUTION 24-21 - ENG 2024-0001	313.14
CITY CLERK	5257	WAPRO	WAPRO ANNUAL DUES FOR TOWNSEND & RALSTON	50.00
City Clerk Subtotal:				\$363.14
INFORMATION TECHNOLOGY	716	CDW GOVERNMENT, INC.	REFUND FOR ADOBE ORDERED IN ERROR BY CDWG ON 7/5/24	(693.21)
INFORMATION TECHNOLOGY	3717	AMAZON.COM	LOGITECH MX MOUSE - AARON L	217.39

City of Kennewick
PCard Roster by Fund
11/1/2024 to 11/30/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	612.65
INFORMATION TECHNOLOGY	3717	AMAZON.COM	TV WALL MOUNT - JONATHAN	29.23
INFORMATION TECHNOLOGY	4169	INTEGO	CAMTASIA SUBSCRIPTION RENEWAL	61.76
INFORMATION TECHNOLOGY	3717	AMAZON.COM	LOGITECH WIRELESS MOUSE - CHANCE F	81.51
INFORMATION TECHNOLOGY	3292	BEST BUY	WIRELESS MOUSE/KEYBOARD - IT	97.82
INFORMATION TECHNOLOGY	4107	WWW.METROLINEDIRECT.COM	CISCO 8841 DESK PHONE - IT	52.25
INFORMATION TECHNOLOGY	3717	AMAZON.COM	ID BADGE HOLDERS - IT	41.28
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	MONTHLY CREDIT CARD PROCESSING FEES	80.70
INFORMATION TECHNOLOGY	3717	AMAZON.COM	RACK MOUNT CAGE NUTS - IT SERVER ROOM	20.64
INFORMATION TECHNOLOGY	10195	ENOM.COM	COKINTRANET.COM DOMAIN NAME RENEWAL	25.00
Information Technology Subtotal:				\$627.02
PLANNING	3700	OFFICE DEPOT INC	M. DIDIER: 2025 WALL CALENDAR FOR KYLIE	19.34
PLANNING	999998	SQ *PLANNING ASSOCIATION	A. MUAI: PAW WEBINAR - GMA HEARINGS BOARD UPDATE/CASE UPDATES	30.00
PLANNING	3717	AMAZON.COM	A. MUAI: AMAZON/MISSING MIDDLE HOUSING BOOK	39.59
PLANNING	999998	APA	A. PIPER: 2025 APA/WA CHAPTER MEMBERSHIP DUES	516.00
PLANNING	999998	SQ *PLANNING ASSOCIATION	ADVERTISEMENT LISTING PLANNING RFP	50.00
Planning Subtotal:				\$654.93
KPD-ADMINISTRATION	3242	ALASKA AIRLINES	WASHINGTON DC FLIGHT FOR AWARD CEREMONY	2,102.97
KPD-ADMINISTRATION	3242	ALASKA AIRLINES	HIDTA EXECUTIVE BOARD MEETING	406.20
KPD-ADMINISTRATION	3242	ALASKA AIRLINES	WATPA BOARD MEETING	386.20
KPD-ADMINISTRATION	473	MICROSOFT CORPORATION	MONTHLY FEE	5.44
KPD-ADMINISTRATION	473	MICROSOFT CORPORATION	SUBSCRIPTION FEE	5.44
KPD-ADMINISTRATION	2432	CHARTER COMMUNICATIONS	BASIC CABLE SERVICES	281.51
KPD-ADMINISTRATION	9885	CELLULAR SALES WA-KN	CELL PHONE ACCESSORIES	119.54
KPD-ADMINISTRATION	5526	VISTAPR*VISTAPRINT.COM	CHRISTMAS CARDS	623.17
KPD-ADMINISTRATION	4396	TCC	OFFICE SUPPLIES	147.46
KPD-ADMINISTRATION	999998	IACP	CONFERENCE REGISTRATION FEE	445.00
KPD-ADMINISTRATION	8386	PERF PUBLICATIONS	GENERAL ANNUAL MEMBERSHIP	575.00
KPD-ADMINISTRATION	10158	PROCARD, CANVA	ANNUAL MEMBERSHIP	149.90
KPD-Administration Subtotal:				\$5,247.83
KPD-CRIMINAL INVESTIGATION	999998	TRITECH FORENSICS	60 SEXUAL ASSAULT EVIDENCE COLLECTION KITS	1,329.33
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	2 RETRACTABLE ID HOLDER WITH BELT CLIP	34.72
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	WEBCAM FOR KPD CRIME ANALYST	43.11
KPD-CRIMINAL INVESTIGATION	9228	BUDGET CAR RENTAL	RENTAL CAR FOR TRIP RELATED TO CID INVESTIGATION	264.08
KPD-CRIMINAL INVESTIGATION	3475	DOUBLETREE HOTELS	HOTEL STAY FOR CID INVESTIGATION-KELLY	255.60
KPD-CRIMINAL INVESTIGATION	3475	DOUBLETREE HOTELS	HOTEL STAY FOR CID INVESTIGATION-DORANME	245.60

City of Kennewick
PCard Roster by Fund
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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
KPD-CRIMINAL INVESTIGATION	3475	DOUBLETREE HOTELS	HOTEL STAY FOR CID INVESTIGATION-GRANT	245.60
KPD-CRIMINAL INVESTIGATION	999998	HOLIDAY STATIONS 0274	GAS FOR VEHICLE DURING CID INVESTIGATION TRIP	42.60
KPD-CRIMINAL INVESTIGATION	4955	ULINE	THERMAL LABELS FOR EVIDENCE UNIT TO LABEL	528.18
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	MEMORY CARD READER FOR CID	10.82
KPD-CRIMINAL INVESTIGATION	2432	CHARTER COMMUNICATIONS	ICAC LAB INTERNET SERVICE	129.99
KPD-CRIMINAL INVESTIGATION	7458	PROCARD, WASHINGTON	WEAPONS FORFEITURE FILING FEE~ CASE #24-80729	87.15
KPD-Criminal Investigation Subtotal:				\$3,216.78
KPD-PATROL	3717	AMAZON.COM	IPHONE CASES/SCREEN PROTECTORS	44.51
KPD-PATROL	999998	SP BORN PRIMITIVE	SWAT UNIFORMS	3,400.68
KPD-PATROL	4436	RAY ALLEN MANUFACTURING CO., INC.	K9 SUPPLIES	341.28
KPD-PATROL	999998	SP ROCK CREEK CRATES	K9 SUPPLIES	799.00
KPD-PATROL	999998	PRIMARY ARMS	SWAT SUPPLIES	2,089.99
KPD-PATROL	3717	AMAZON.COM	IPAD KVM	71.34
KPD-PATROL	4614	GENERAL PACIFIC INC	DRONE TRAINING EQUIPMENT	1,846.81
KPD-PATROL	999998	CHEWY.COM	K9 FOOD	173.08
KPD-Patrol Subtotal:				\$8,766.69
KPD-STAFF SERVICES	4328	CROSS MATCH TECHNOLOGIES INC	REFUND FOR CROSSMATCH SYSTEM MAINTENANCE - PAID TWICE ACCIDENTALLY (PO AND PCARD)	(1,102.22)
KPD-STAFF SERVICES	191	LEIRA	IRIS GULLEDGE TRAINING	150.00
KPD-STAFF SERVICES	8106	PROCARD, POSITIVE CONCEPTS INC	SECTOR PAPER	520.00
KPD-STAFF SERVICES	5257	WAPRO	AMBER PURSLEY WAPRO MEMBERSHIP	25.00
KPD-STAFF SERVICES	5257	WAPRO	CHRIS DEFFINBAUGH WAPRO MEMBERSHIP	25.00
KPD-STAFF SERVICES	5257	WAPRO	ASHLEY WILLIAMS WAPRO MEMBERSHIP	25.00
KPD-Staff Services Subtotal:				(\$357.22)
KPD-SPECIAL SERVICES	5823	GALLS, LLC	COATS FOR ADMIN	721.33
KPD-SPECIAL SERVICES	999998	SP RIVER COUNTRY GEAR	DAVIS BOOTS	56.00
KPD-SPECIAL SERVICES	3717	AMAZON.COM	NEW HIRE GARISON BELTS	63.74
KPD-SPECIAL SERVICES	945	TRI CITY CLEANERS	CLASS A UNIFORMS - WHITBY, FRASCO AND COLE	102.13
KPD-SPECIAL SERVICES	5823	GALLS, LLC	PARTIAL ORDER PAYMENT - NEW HIRE DUTY BELT	36.20
KPD-SPECIAL SERVICES	5823	GALLS, LLC	PARTIAL ORDER PAYMENT - NEW HIRE OC POUCHES	251.43
KPD-SPECIAL SERVICES	999998	IACP	IACP CONFERENCE REGISTRATION FEE	230.00
KPD-SPECIAL SERVICES	2971	HILTON HOTELS	IACP CONFERENCE HOTEL IN CA - I WAS ONLY CHARGED A HOLDING FEE AT THIS TIME	215.81
KPD-SPECIAL SERVICES	10642	5.11, INC.	QUARTERMASTER SUPPLIES	750.04
KPD-SPECIAL SERVICES	11079	PROCARD, OUR COOKIE HOUSE	RETIREMENT COOKIES	81.52
KPD-SPECIAL SERVICES	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	YEAR AWARDS	1,356.80
KPD-Special Services Subtotal:				\$3,865.00

City of Kennewick
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11/1/2024 to 11/30/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE ADMINISTRATION	999998	BADGEANDWALLET.COM	AWARDS (OCT. TRANS. ITEMS POSTED NOV. 1)	40.00
FIRE ADMINISTRATION	5823	GALLS, LLC	AWARDS - COMMENDATION BARS	63.46
FIRE ADMINISTRATION	3717	AMAZON.COM	AWARDS - CERTS & FRAMES	155.75
FIRE ADMINISTRATION	999998	BADGEANDWALLET.COM	AWARD	101.50
FIRE ADMINISTRATION	3325	YOKE'S FRESH MARKET	AWARDS CEREMONY SUPPLIES	7.98
FIRE ADMINISTRATION	7421	PROCARD, KENNEWICK FLOWER SHOP INC	AWARDS CEREMONY - BALLOONS	17.39
FIRE ADMINISTRATION	3241	SAFEWAY STORES	AWARDS CEREMONY SUPPLIES	98.01
FIRE ADMINISTRATION	4408	WFCA: THE DAILY DISPATCH	REFUND DUE TO WFC SITE CYBERATTACK	(75.30)
Fire Administration Subtotal:				\$408.79
FIRE SUPPRESSION	999998	CLEARWATER CLEANERS	SCBA POUCH REPAIR	111.55
FIRE SUPPRESSION	3700	OFFICE DEPOT INC	SCBA OFFICE SUPPLIES	72.21
Fire Suppression Subtotal:				\$183.76
FIRE PREVENTION/INVESTIGATION	10782	MTS PARTNERS, INC., IPRINT TECHNOLOGIES	HP PRINTER INK CARTRIDGE	93.49
FIRE PREVENTION/INVESTIGATION	999998	USPS PO 5440320336	POSTAGE STAMPS	58.40
Fire Prevention/Investigation Subtotal:				\$151.89
ENGINEERING	3717	AMAZON.COM	AMAZON - LAPTOP CASE R. DURHAM	43.37
ENGINEERING	3717	AMAZON.COM	AMAZON \$51.84 ENG. PLOTTER INK CARTRIDGE	51.84
ENGINEERING	3223	WALMART SUPERCENTER	WALMART \$ 17.84 BATTERIES FOR KEY FOB	17.84
ENGINEERING	3717	AMAZON.COM	AMAZON \$43.37 J. NUNEZ LAPTOP CASE	43.37
ENGINEERING	3717	AMAZON.COM	AMAZON \$36.29 2025 CALENDAR ORDER -J. ROBLES	36.29
ENGINEERING	3717	AMAZON.COM	AMAZON \$15.76 OFFICE SUPPLIES	15.76
ENGINEERING	7237	GOTPRINT.COM	BUSINESS CARDS FOR BRIAN POPE	37.10
ENGINEERING	7237	GOTPRINT.COM	BUSINESS CARDS FOR JOSE NUNEZ	37.10
Engineering Subtotal:				\$282.67
GF-NONDEPARTMENTAL	176	TRI-CITIES VISITOR &, CONVENTION BUREAU	VISIT TRI CITIES ANNUAL MEETING TICKETS	100.00
GF-NONDEPARTMENTAL	999998	TRI-CITY REGIONAL CHAMBER	STATE OF THE CITIES LUNCHEON REGISTRATION	340.00
GF-NONDEPARTMENTAL	999998	TRI-CITY REGIONAL CHAMBER	REFUND FOR FREE STATE OF THE CITIES LUNCHEON TICKET	(34.00)
GF-Nondepartmental Subtotal:				\$406.00
001 - GENERAL FUND Total:				\$45,965.05
102 - STREET FUND				
FUND ACTIVITY	5039	IMSA	IMSA MEMBERSHIP RENEWAL DUES FOR 5 STREET EMPLOYEES & 1 TRAFFIC EMPLOYEE	425.00
Fund Activity Subtotal:				\$425.00
TRAFFIC	3717	AMAZON.COM	AMAZON - OFFICE CHAIR - M.RODNI	108.69

City of Kennewick
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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
TRAFFIC	5039	IMSA	IMSA MEMBERSHIP RENEWAL DUES FOR 5 STREET EMPLOYEES & 1 TRAFFIC EMPLOYEE	85.00
Traffic Subtotal:				\$193.69
102 - STREET FUND Total:				\$618.69
106 - BI-PIN OPERATIONS FUND				
FUND ACTIVITY	6183	DIGICERT	BIPINSUPPORT.COM CERTIFICATE RENEWAL	335.88
Fund Activity Subtotal:				\$335.88
106 - BI-PIN OPERATIONS FUND Total:				\$335.88
117 - CRIMINAL JUSTICE SALES TAX FND				
CITY ATTORNEY	2435	WA STATE SECRETARY OF STATE	WA SECRETARY OF STATE - NOTARY LICENSE FEE - CHRISTINA HUMANN	5.00
City Attorney Subtotal:				\$5.00
KPD-PATROL	2432	CHARTER COMMUNICATIONS	REDUNDANT INTERNET CONNECTION	580.00
KPD-Patrol Subtotal:				\$580.00
117 - CRIMINAL JUSTICE SALES TAX FND Total:				\$585.00
300 - CAPITAL IMPROVEMENTS FUND				
LAND & FACILITIES	2	CITY OF KENNEWICK, PERMITS	BUILDING PERMIT	332.25
Land & Facilities Subtotal:				\$332.25
CAPITAL PURCHASES	3717	AMAZON.COM	90 DEGREE ETHERNET ADAPTERS	58.62
CAPITAL PURCHASES	3717	AMAZON.COM	32GB RAM - PAT/MIKE NEW WORKSTATIONS	86.95
Capital Purchases Subtotal:				\$145.57
300 - CAPITAL IMPROVEMENTS FUND Total:				\$477.82
402 - MEDICAL SERVICES FUND				
FUND ACTIVITY	999998	COLUMBIA BASIN CYBER	PARAMEDIC CLASSES FOR URSINO	575.00
FUND ACTIVITY	999998	COLUMBIA BASIN CYBER	VERRETT PEAC AIRWAY COURSE	205.00
FUND ACTIVITY	4408	WFCA: THE DAILY DISPATCH	REFUND DUE TO WFC SITE CYBERATTACK	(75.29)
Fund Activity Subtotal:				\$704.71
402 - MEDICAL SERVICES FUND Total:				\$704.71
403 - BUILDING SAFETY FUND				
FUND ACTIVITY	777	WABO WASHINGTON ASSOCIATION, OF BUILDING OFFICIAL	TONY OSTOJA: 2025 WABO MEMBERSHIP DUES	212.00
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	T. OSTOJA: ICC 2018 SPECIAL INSP. MANUAL	74.46
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	L. MEDINA: ICC 2021 RES. PLANS EXAMINER EXAM	240.00
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	N. POTVIN: ICC COMM. MECHANICAL INSPECT. EXAM	305.00
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	ICC CEU PERMITTING TRAINING	69.00
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	ICC PERMIT TECH EXAMS	305.00

City of Kennewick
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11/1/2024 to 11/30/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	ICC PERMIT TECH TRAINING	89.00
Fund Activity Subtotal:				\$1,294.46
403 - BUILDING SAFETY FUND Total:				\$1,294.46
405 - STORMWATER UTILITY FUND				
FUND ACTIVITY	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	TV VAN PARTS - STORMWATER	26.31
FUND ACTIVITY	999998	WSU MARKETPLACE	WSU PESTICIDE RECERTIFICATION CLASSES TIM HAZEN	180.00
Fund Activity Subtotal:				\$206.31
405 - STORMWATER UTILITY FUND Total:				\$206.31
410 - WATER AND SEWER FUND				
FUND ACTIVITY	10004	STITES, AARON W	COK PERMIT FEES WWTP PH II - \$94.65	94.65
FUND ACTIVITY	10004	STITES, AARON W	COK PERMIT FEE WWTP PH II	713.10
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	HOME DEPOT - \$32.59 GARAGE DOOR OPENER	32.59
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	HOME DEPOT - \$-32.59 GARAGE DOOR OPENER RETURN REFUND	(32.59)
FUND ACTIVITY	3717	AMAZON.COM	AMAZON \$ 37.99 GARAGE DOOR REMOTE	37.99
FUND ACTIVITY	5262	OVERHEAD DOOR COMPANY, OF TRI-CITIES	OVERHEAD GARAGE DOOR - GARAGE DOOR REMOTE	69.57
FUND ACTIVITY	5262	OVERHEAD DOOR COMPANY, OF TRI-CITIES	OVERHEAD GARAGE DOORS - REMOTES FOR WATER DISTR.	347.84
FUND ACTIVITY	10179	PROCARD, BINARY FORTRESS SOFTWARE	DISPLAYFUSION SOFTWARE - GINA MORGAN	34.00
FUND ACTIVITY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE - GINA MORGAN	0.51
FUND ACTIVITY	3292	BEST BUY	43" TV - GINA MORGAN	184.78
FUND ACTIVITY	4169	INTEGO	SNAGIT - ROSIE RUNYON LAPTOP	58.69
FUND ACTIVITY	3717	AMAZON.COM	CASE FOR NEW IPAD - WW COLLECTIONS	26.08
FUND ACTIVITY	3717	AMAZON.COM	CALENDAR ORDER FOR PUBLIC WORKS CREWS	575.62
FUND ACTIVITY	999998	BDI TRANSFER	MS WASTE DISPOSAL FEES - WASTEWATER	368.81
FUND ACTIVITY	8293	TELEDYNE ISCO, INC.	RUBBER TUBING FOR WWTP	466.32
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	CONCENTRATED VINEGAR FOR WTP	23.88
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 BAT CERTIFICATION RENEWAL FOR ROBERT PLUCKER	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR ROBERT BEPPLE	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR JUAN TIJERINA	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 BAT CERTIFICATION RENEWAL FOR BRIAN BRITTAIN	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR BRIAN BRITTAIN	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR ALLEN BOLT	42.00

City of Kennewick

PCard Roster by Fund

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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR ROBERT PLUCKER	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR ROSAMUND RUNYON	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR LARRY JENNINGS	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR MICHAEL HANSON	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR ROSS WOODWARD	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR JACOB HICKMAN	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR TREVOR BRAIN	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR DEAN BUGHER	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR ADAM BROWN	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR AUSTIN MEYER	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR JOE WENZEL	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR GREG MENDOZA	42.00
FUND ACTIVITY	3717	AMAZON.COM	LABEL MAKER MACHINE - PUBLIC WORKS	41.85
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR LUKE FREEMAN	42.00
FUND ACTIVITY	999998	CRITICAL PROCESS FILTRATI	2-QTY. FILTERS - WWTP	197.02
FUND ACTIVITY	3717	AMAZON.COM	2025 CALENDAR ORDER - WASTEWATER	35.86
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR KEVIN KLOFT	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR JEREMY LUSTIG	42.00
FUND ACTIVITY	10999	PROCARD, GRC EPAY	2025 WATERWORKS CERTIFICATION RENEWAL FOR BRYAN BENTRUP	42.00
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING COMPLIMENTS CARHARTT KLOFT JENNINGS LAGERWEY BURNS GLADE	760.85
Fund Activity Subtotal:				\$4,961.42
410 - WATER AND SEWER FUND Total:				\$4,961.42

501 - EQUIPMENT RENTAL FUND

FUND ACTIVITY	2435	WA STATE SECRETARY OF STATE	REPORT OF SALE VEHICLE 6691 COMPRESSOR	13.65
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPLACEMENT TITLE VEHICLE 7128	37.75
FUND ACTIVITY	2435	WA STATE SECRETARY OF STATE	REPORT OF SALE VEHICLE 0155	13.65
FUND ACTIVITY	999998	SP MR. HYDRAULIC	ACTUATORS VEHICLE 4907 WO 10398	222.91
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE REGISTRATION VEH 2501	64.00
FUND ACTIVITY	7070	PROCARD, SQUARE INC	K9 BENCH REPAIR VEH 7781	324.40
Fund Activity Subtotal:				\$676.36

City of Kennewick
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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
501 - EQUIPMENT RENTAL FUND Total:				\$676.36
503 - RISK MANAGEMENT FUND				
FUND ACTIVITY	999998	FSP*BCSP BOARD OF CERT SA	CERTIFIED SAFETY PROFESSIONAL ANNUAL SUBSCRIPTION (DAN L.)	180.00
FUND ACTIVITY	999998	FSP*BCSP BOARD OF CERT SA	TRAINING FOR CSP CERTIFICATION (DAN L.)	542.42
FUND ACTIVITY	8679	PROCARD, AMERICAN SOCIETY OF SA	ANNUAL MEMBERSHIP FOR AMERICAN SOCIETY OF SAFETY PROFESSIONALS (DAN L.)	225.00
FUND ACTIVITY	10569	PROCARD, FMCSA D&A CLEARINGHOUSE	DRUG AND ALCOHOL DOT TESTING	187.50
Fund Activity Subtotal:				\$1,134.92
503 - RISK MANAGEMENT FUND Total:				\$1,134.92
642 - METRO DRUG FORFEITURE FUND				
FUND ACTIVITY	999998	USPS PO 5471400352	POSTAGE EXPENSE (24-115-1,2)	11.16
FUND ACTIVITY	1512	WSNIA	WSNIA REG (9X)	4,950.00
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (2450 BATTERY X2)	5.42
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (GLASS MARKER, WHITE BOARD)	96.72
Fund Activity Subtotal:				\$5,063.30
642 - METRO DRUG FORFEITURE FUND Total:				\$5,063.30
Grand Total:				\$62,023.92

City of Kennewick
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I, Jessica Platt, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.

A handwritten signature in black ink that reads "Jessica Platt". The signature is written in a cursive style and is positioned above a horizontal line.

Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.e. Date: 1/21/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Payroll Roster: For the Pay Period Ending 12/31/2024 Department: Finance	
<u>Recommendation</u> Staff recommends that Council approve the payroll roster as presented. <u>Motion for Consideration</u> Motion to approve the payroll roster for the pay period ending 12/31/2024. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 12/31/2024 Total: \$2,698,357.57		
<u>Attachments:</u> 1. Roster		

Payroll Roster for Pay Period Ending 12/31/2024

All Departments:

City Attorney	34,929.91
City Council	5,050.00
City Manager	13,201.84
Civil Service	356.95
Community Planning	19,245.79
Economic Development	7,370.50
Engineering	59,889.96
Finance	61,085.84
Fire	119,872.66
Human Resources	18,779.95
Management Services	94,681.01
Non-Departmental	2,981.03
Parks, Recreation & Facilities	121,550.14
Police	501,659.15
Subtotal - General Fund	1,060,654.73
BI-PIN	14,656.26
Building Safety	49,753.68
Community Development	3,424.50
Criminal Justice	84,207.00
Equipment Rental	15,484.07
Medical Services	452,075.68
Risk Management	4,087.50
Stormwater	28,868.99
Street	38,741.34
Water & Sewer	155,932.45
Subtotal - Other Funds	847,231.47
Total Salaries and Wages	1,907,886.20

Benefits

Dental Insurance	23,218.75
DRS Retirement	133,143.58
Employee Assistance Program	27.37
Medical Expense Reimbursement Plan	3,187.50
Medical Insurance	369,046.73
Medicare	27,122.44
MissionSquare Deferred Compensation	86,387.97
Social Security (OASDI)	84,192.68
Vision Insurance	3,525.34
WA Paid Family & Medical Leave	3,900.10
Worker's Compensation Insurance	56,718.91
Total Benefits	790,471.37
Grand Total	\$2,698,357.57

I, Jessica Platt, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,698,357.57 comprised of check numbers 77784 through 77795 and direct deposit numbers 231495 through 231928.

Approved for payment:



Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.f. Date: 1/21/2025 Item Type: Contract/Agreement/Lease Subject: Grant: Information Technology Grant Award Approval Department: Information Technology Contract #: E25-297	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends approving the 23SLCGP Grant Award in the amount of \$151,250.00 <u>Motion for Consideration</u> Motion to approve the 2023 State and Local Cybersecurity Grant Program award under grant agreement number E25-297 totaling \$151,250.00. <u>Summary</u> City staff focused on applying for grants regarding cybersecurity initiatives in 2023 as well as 2024. Staff received initial grant award approval during the budget process for three projects, so project costs were removed as budgeted line items for 2025-2026. The initial project assessments and contractor work will be covered under the grant award. Tools, software, or solutions identified as part of the work, will need to be approved to determine if the grant will cover additional costs. <u>Alternatives</u> Alternatives include postponing the work or requesting additional budget funding to cover the costs of the work. <u>Fiscal Impact</u> No financial impact exists		
<u>Attachments:</u> 1. Grant		

Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Kennewick, City of 210 W. 6th Ave Kennewick, WA 99336		2. Grant Agreement Amount: \$151,250		3. Grant Agreement Number: E25-297	
4. Subrecipient Contact, phone/email: Tracy Troutman, 509-585-4596 tracy.troutman@ci.kennewick.wa.us		5. Grant Agreement Start Date: December 1, 2023		6. Grant Agreement End Date: April 30, 2027	
7. Department Contact, phone/email: Courtney Bemus, 253-512-7141 courtney.bemus@mil.wa.gov		8. Unique Entity Identifier (UEI): HY79QSTNGQB5		9. UBI # (state revenue): 034-001-675	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2023-CY-00042		12. Federal Award Date: 12/7/2023		13. Assistance Listings # & Title: 97.137 – 23SLCGP	
14. Total Federal Award Amount: \$7,403,503		15. Program Index # & OBJ/SUB-OBJ: 735C3 (State), 735C4 (Local-Rural), 735C5 (Local-Not Rural) / NZ			16. EIN 91-6001253
17. Service Districts: BY LEGISLATIVE DISTRICTS: 16 BY CONGRESSIONAL DISTRICTS: 4		18. Service Area by County(ies): Benton		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2023 State and Local Cybersecurity Grant Program (23SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 23SLCGP DHS Award Letter for Grant No. EMW-2023-CY-00042 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of 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.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, 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); DHS Award Letter (Attachment C); Work Plan (Attachments D); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments 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.					
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: 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: Signature Date Regan Anne Hesse, Chief Financial Officer Washington Military Department FOR THE SUBRECIPIENT: Signature Date Cody Lewis, IT Director City of Kennewick					
BOILERPLATE APPROVED TO FORM: Alex Staub 12/7/2023 Assistant Attorney General Signature Date Lisa Beaton, Deputy City Manager City of Kennewick					
APPROVED AS TO FORM (if applicable): Signature Date Signature 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	Tracy Troutman	Name	Courtney Bemus
Title	Asst. IT Manager / Project Manager	Title	Program Coordinator
Email	tracy.troutman@ci.kennewick.wa.us	Email	courtney.bemus@mil.wa.gov
Phone	509-585-4596	Phone	253-512-7141
Name	Cody Lewis	Name	Melissa Berry
Title	IT Director	Title	Program Manager
Email	cody.lewis@ci.kennewick.wa.us	Email	melissa.berry@mil.wa.gov
Phone	509-585-4454	Phone	253-512-7065
Name	Jessica Platt	Name	Grant Miller
Title	Finance Director	Title	Program Assistant
Email	jessica.platt@ci.kennewick.wa.us	Email	grant.miller@mil.wa.gov
Phone	509-585-4552	Phone	253-512-7145

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 23SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *"The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP)"* (hereafter "the NOFO") document, 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 period of performance 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 SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23SLCGP 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 also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23SLCGP 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 23SLCGP Program, including, but not limited to, all criteria, restrictions, and

requirements of the NOFO, 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 23SLCGP federal award funds provided to its subrecipients 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 E), 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 prior 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 no later than the due dates listed within the Timeline (Attachment F).

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 federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). 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 the time period notated in the Timeline (Attachment F), 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 subproject(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 [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports 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 among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area 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 the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. Biannual reports must be submitted to Reimbursements@mil.wa.gov in the format provided by the Department no later than the dates listed within the Timeline (Attachment F).
- b. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- c. With the final reimbursement request, the Subrecipient shall submit to Reimbursements@mil.wa.gov a final report in the format provided by the Department describing all completed activities under this Agreement.
- d. 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 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, model 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 (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 five thousand dollars (\$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 five thousand dollars (\$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) and the Subrecipient shall notify Department Key Personnel to initiate approval by the federal awarding agency.

- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. The use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.
- c. 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.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. 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) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. 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 NOFO.

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

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. 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);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. 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.

- f. 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 of federal award funds 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 project 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 must be 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 may not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request 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 requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. 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 to any non-federal entity to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, 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. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

- iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply 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 domestic 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 or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

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 is to ensure that subrecipients 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. Reporting requirements are referenced in section 3.c.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. 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)

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>.

B. SLCGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to annually complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs to benchmark and measure progress of improvement in their cybersecurity posture. Due dates are included in the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).

4. Subrecipients may retain a maximum of up to five percent of the Grant Agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 23SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington 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 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. **“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.

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 <http://mil.wa.gov/emergency-management-division/grants/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" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

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 affected 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 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 are 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 Subrecipient 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 veteran 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 veteran 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 defend, 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 to the Subrecipient. 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.37 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.

**23SLCGP Award Letter
EMW-2023-CY-00042**

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.EMW-2023-CY-00042

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 State and Local Cybersecurity Grant Program has been approved in the amount of \$7,403,503.00. As a condition of this award, you are required to contribute a cost match in the amount of \$1,850,876.00 of non-Federal funds, or 20 percent of the total approved project costs of \$9,254,379.00.

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 2023 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 489: Fiscal Year 2023 State and Local Cybersecurity Grant Program Allocation Amounts

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.

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

GRANTEE: Washington Military Department
PROGRAM: State and Local Cybersecurity Grant
Program
AGREEMENT NUMBER: EMW-2023-CY-00042-S01

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Article I - Summary Description of Award

The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$7,403,503 for the state of Washington. Of this amount, up to \$370,175 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$1,850,876 is the required cost share.

The terms of the approved Investment Justification(s) and Project Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. 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 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - 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 V - 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. 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>. DHS Civil Rights Evaluation Tool | Homeland Security

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 prior to expiration of the 30-day deadline.

Article VI - 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 VII - 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 VIII - 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 IX - 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 X - 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 XI - 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 XII - 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 XIII - 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 XIV - 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 XV - 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 XVI - 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 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.

Article XVII - 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 XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - 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 XX - 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 XXI - 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 XXII - 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 XXIII - 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 XXIV - 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 XXV - 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 XXVI - 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 XXVII - 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 XXVIII - 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 XXIX - 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 XXX - 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 XXXI - 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 XXXII - 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 XXXIII - 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 XXXIV - 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 XXXV - 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 XXXVI - 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 XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program 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. Information on the process for requesting a waiver from these requirements is on the website below.

(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 Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - 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 XXXIX - 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 XL - 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 XLI - 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 XLII - 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 XLIII - 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 XLIV - 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 XLV - 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. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. 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 archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - 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 sub-recipients 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 XLVII - 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 if you have any questions.

Article XLVIII - 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 sub-recipients, 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 sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - 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 L - 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.

Article LI - Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and \$5,067,919 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following projects/investments.

All projects to be determined: \$5,067,919

To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the projects/ investments listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer at fema-slcgp@fema.dhs.gov.

BUDGET COST CATEGORIES

Personnel	\$286,647.00
Fringe Benefits	\$108,926.00
Travel	\$8,625.00
Equipment	\$0.00
Supplies	\$3,125.00
Contractual	\$8,791,661.00
Construction	\$0.00
Indirect Charges	\$55,395.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-CY-00042-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00697N2024T		
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 Sierra Wardell	PHONE NO. 2535127121	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 12/07/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 12/01/2023 To: 11/30/2027 Budget Period 12/01/2023 11/30/2027			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACC'S CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2024-IF-PA11-P410- -4101-D	\$0.00	\$7,403,503.00	\$7,403,503.00	See Totals
			\$0.00	\$7,403,503.00	\$7,403,503.00	\$1,850,876.00
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) State and Local Cybersecurity Grant Program 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 Dec 15 01:00:32 UTC 2023	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Thu Dec 07 18:41:14 UTC 2023	

WORK PLAN

FY 2023 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Cohesive Cybersecurity Training for IT staff and Key City Positions***PROJECT DESCRIPTION**

The City is developing a cohesive cyber security awareness and training program for technical training to the IT staff and foundational cybersecurity to Directors, Managers, Supervisors and end users. The training program is focused on a phased approach from 2025 through 2027 that will continue beyond 2027 leveraging budgeted general funds. The program will focus on professionalizing key roles/positions within IT as well as the core City business teams. Governance, Business Continuity, Risk, Security, Cloud, Penetration Testing, and ultimately Advanced Security Training are identified gaps within IT and key executives. The training program focuses Phase 1 on all gaps surrounding Enterprise Governance, Risk, and Business Continuity to align focus on securing the network, tightening controls, and changing policies to adhere to CIS v8 and NIST standards. On Phase 1, key resources and trainings are prioritized from the needs assessment. Phase 2 focuses on additional Continuity Training as well as extended security training (SSCP or Security+) to additional employees. Phase 3 Focuses on Enterprise Governance Maturity, additional cloud security training, and advanced security training for key individuals. The city leadership staff (Directors down to Supervisors) as well as key positions such as Accountants, Payroll, etc., will also be expected to take more directed online security training as we develop a cybersecurity culture within the City.

GAP BEING ADDRESSED

We have continued to improve the City's security posture based on available funds during the biennial budget process, but training is an area that continually gets usurped by application training needs and other demands. We are very slow to get security training to enough individuals to change culture and awareness within IT, let alone transitioning any type of cybersecurity training outside of the department (into other key City resources) beyond phishing exercises. In the development of a new Security Awareness and Training Plan it was identified that critical roles had little awareness and almost zero training in cybersecurity. The original attempts focused more on procurement of tools than development of a cohesive plan that identified risks and prioritized training focus. Many components of the training frame ware are currently missing, and this project works to close the gaps. It focuses first on governance, continuity, and risk, while bringing key IT staff skills and defined executive/sponsor skills up to modern training standards. It then extends training educating key city staff (directors, finance, payroll, HR, etc.) leveraging simple cybersecurity foundational training (ISC2 CC) so that we can shift awareness over time. In addition, the project allows IT to continue to mature from a cybersecurity training aspect in 2026 and 2027 (along with additional city resources such as managers and supervisors. With this project, we close gaps at multiple levels and educate employees in a variety of missing frameworks (governance, continuity, risk, cloud, network). We have quite a few tools that are or have been implemented (MFA, MDR, MSA) but we really haven't focused on a cohesive training program to be able to create plans and expand the institutional knowledge into documented framework, processes, and standards that meet security controls. The training plan extends beyond the project timeline through 2029 extending IT resources at level 2 and level 3 to have additional training to continue to close knowledge and education gaps and/or train new hires. This project allows our internal resources training focuses on security, cloud security, investigation (pen-testing) training, as well as oversight and governance training that is missing from the City's skill sets. The overall Awareness and Training Program will continue with general funding as we show the importance and need for continuing the program as we meet defined objectives of the program.

IMPACT

As we have started down the path of creating an IT security Awareness and Training Program, we identified large gaps in understanding, knowledge and skills within IT as well as high trust/high impact positions. This project addresses 65% of the IT staff over the project timeline with key positions receiving deeper training based on their roles and responsibilities. Key IT positions are covered at least two levels deep at 100% with this project request as well as key executives and sponsors. We have forecasted training needs into 2028 and 2029 that provides level 2 training to an additional 17% of IT staff (raising from 65% to 82% overall) and additional level 3 training to key positions. This extended training beyond the project timeline will be funded into the IT cybersecurity training budget (separate from conferences and applications training) and earmarked upfront for continuing the program. Another impact this

project allows the City is adjust position descriptions to more closely align to National Initiative for Cybersecurity Education (NICE) as the skills get better defined within the key roles to include cybersecurity knowledge and potentially skills. Employees will have better defined roles and responsibilities for their positions and tasks, skills, and training by requiring specific cybersecurity certifications will be required for new hires, helping to maintain the city's cybers security standards. This project will also help to replace unsuccessful attempts at an awareness training program prior by including executive sponsorship and key role focused training upfront to the areas that are the greatest risk while closing gaps across multiple levels of users. We will actually have a more formalized program that provides value instead of tools that aren't being fully leveraged because there is no defined direction.

OUTCOME

The overall outcome will be 65% of the IT staff trained with SCCP or Security+ (or higher) within 3 years. In addition, this will provide the IT team with current framework for maturing in governance, continuity, pen testing, and risk management and prioritization that carries over to internal and external projects as well as the cybersecurity program. This foundation will allow the IT team to focus on deeper adherence across the 18 CIS v8 controls. The skills developed during this project (governance, continuity, risk, etc.) will allow IT to quantify threats, risks, and visibility of issues in a broader context to city leadership in alignment with Risk Management. City Leadership is especially interested in piggybacking on the Continuity training with a Continuity Plan (additional SLCGP request as well as incident response training (ICS). The outcome includes the goal of security training to key positions (HR, Payroll, Accounting, SCADA, etc.) that can be targeted assets from external threats as well as the continuation of training long term beyond project timelines. This effort is considered a living endeavor that will evolve as employees are hired into IT as well as other key roles. It is expected that all employees that this project covers will complete training, pass exam assessments and receive industry certifications.

PROJECT #2 TITLE

Data Management Program Development and Governance

PROJECT DESCRIPTION

The City has relied on institutional knowledge of system processes with limited documentation. This last year we have seen change in IT leadership, reorganization of resources and roles, and unfortunately the loss of key resources beyond our control. With that comes the realization that Kennewick cannot continue to rely on institutional knowledge, especially with threats and attacks becoming more sophisticated. Having data spread out in multiple systems and people, in a rather flat network topology, without having solid cybersecurity tools, is fraught with risk. While the City could continue to piecemeal ideas and solutions together the new IT leadership team desires building a solid Data Management and Governance Plan that address issues in Program Design, Data Classification, Regulatory Control Requirements, User Access Controls, Encryption, Retention and Disposal Controls, Monitoring, and Audit Controls. This project proposes the use of 3rd Party professional resources to help define the Data Governance Framework that includes a Strategic Plan. In addition, the vendor will help prioritize projects that help reduce risk gaps by helping to identify tools and mechanisms that can address the gaps and the City will implement the suggested tools (budget dependent).

GAP BEING ADDRESSED

The City had a security safeguard analysis done April of 2023. Control 3 (Data Protection) identified that we needed a compliance team or strategic structure to start addressing issues related to current records retention, data being stored in multiple places onsite and offsite and that we needed priority review for data related to One Drive, Teams, and O365. In addition, it identified that there is no formal process for data loss prevention and that are gaps for logging in specific areas. Currently the City format is "we keep everything" and this is having a strain on IT resources, City Clerk, Public Records Clerks and others that struggle to keep up with information and data being generated. Because the City struggles to address data management, we have data sprawl, data duplication, and data internal and external to IT management and monitoring processes. This project would help to create the appropriate framework for Data Management for existing processes as well as future processes that the city has not addressed (One Drive, etc.) By getting a full program in place, getting a strategic plan (specific to data management) in how to address the issues, and then working on projects that reduce the risk helps close the gaps found in CIS v8 Control 3. In addition, this project will help prioritize risks within the Data Strategic Plan for priority funding within budget requests.

IMPACT

Because the City struggles to address data management, this project will have a direct impact to the City in identifying data locations, data monitoring needs, as well as helping to define/improve data recovery processes in the case of an event or incident. We have to know what, where, and how to protect the data and get alignment in processes across departments for overall compliance. This is something that IT can support and drive, but we need the business units to participate and understand the impacts. With this professional services project and having discovery sessions with each of the business teams, our goal is to not only gather information, but to also educate the why of the importance and then need for compliance regarding data in all formats. By developing a Strategic Plan reviewed by Executive Leadership, we hope to gain synergy in resolving share drive clean up, implementing drive retention, proper storage of records, and pruning and storage space. The goal is to get the framework in place, build the needed policies to support it, and then enforce the policies to maintain the framework over time. While we expect to have quite a bit of work to do once the Data Management Plan is in place, the projects identified will become expanded program requests within the general budget cycles to fund.

OUTCOME

At the completion of the project, the City will have a Data Management Plan, a Strategic Plan on projects that need to be completed to be compliant with the Data Management Plan, and Identification of tools/mechanisms to address gaps/projects identified. Risks will be identified, and an actionable plan will be in place to address the risks. Also having a data management plan will help Leadership and IT with Governance of new requests that are proposed over time.

PROJECT #3 TITLE

Impact Analysis for Migration to .GOV Domain

PROJECT DESCRIPTION

The City of Kennewick has focused on conveying a sense of community, friendly business climate, and a great spot to live, work, and play. The City's internet site reflects that spirit with the URL friendly Go2Kennewick.com. While this embodies our philosophy, the URL does not reflect the "official website" name of a local government agency. Having a .gov domain (and email) would ensure more trust to the public that the site they are on, or the email they receive, is genuine. Government organizations are often subject to various legal and regulatory requirements and switching to a .gov domain demonstrates a commitment to compliance with these regulations, which is crucial for a government entity. Search engines and online directories often prioritize .gov websites in search results, leading to better visibility and easier access for users searching for government-related information and services. While there are clear benefits to switching to a .gov domain, the City of Kennewick wants to carefully plan the transition, update all online and offline materials to reflect the new domain, and communicate the change to the public and stakeholders effectively. This project is for funding to complete an impact analysis study on the steps required to transition to the .gov domain, the tasks needed to be implemented, and to identify the impacts to active directory (trees and forest), Office 365, Email, DNS, and any other interdependencies.

GAP BEING ADDRESSED

The City of Kennewick supports multiple communication paths for the citizens and employees beyond just the City website such as Exchange Email, Office 365, Notify Me subscriptions, meeting broadcasts, and other tools that the City needs to evaluate, before migrating to the .gov domain. We want to make sure to reduce operational impacts and communication impacts to our citizens before we make changes that will impact how our citizens engage with us and how we share information. This project would allow the City of Kennewick to work with a 3rd party trusted vendor to review impacts to Active Directory, Domains, and other tools/mechanisms to list out all the needed task work ahead of actual migration.

IMPACT

This project would allow the City the ability to identify impacts and areas where changes would need to be made. It would help to identify potential contract changes, license adjustments, certificates that need to be procured, etc., for completing the migration. This would support the City in the future by laying the groundwork needed to step through

the migration process planning work needed up front, instead of trying to resolve issues within an active implementation. It would help to identify resources needed and the time needed so we can determine what steps can be done internally, and which steps may need additional professional resources to be budgeted for.

OUTCOME

This project would identify the impacts for migrating the .gov domain and provide the City with the checklist necessary to complete the migration. In addition, the project would identify areas where the City may need to invest resources for addressing the impacts. The City would complete the project with a working plan for the migration.

BUDGET**FY 2023 State and Local Cybersecurity Grant Program***City of Kennewick***AGREEMENT AMOUNT \$151,250**

PROJECT #1	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0
	Supplies	\$0	\$0		\$0	\$0	\$0
	Travel/Per Diem	\$0	\$0		\$200	\$0	\$200
	Contractor/Consultant	\$0	\$0		\$20,800	\$0	\$20,800
	Passthrough	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0
	Equipment			\$0			\$0
	SUBTOTAL	\$0	\$0	\$0	\$21,000	\$0	\$21,000
	Indirect						\$0
	TOTAL	\$0	\$0	\$0	\$21,000	\$0	\$21,000

PROJECT #2	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0
	Supplies	\$0	\$0		\$0	\$0	\$0
	Travel/Per Diem	\$2,500	\$0		\$0	\$0	\$2,500
	Contractor/Consultant	\$122,500	\$0		\$0	\$0	\$122,500
	Passthrough	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0
	Equipment			\$0			\$0
	SUBTOTAL	\$125,000	\$0	\$0	\$0	\$0	\$125,000
	Indirect						\$0
	TOTAL	\$125,000	\$0	\$0	\$0	\$0	\$125,000

PROJECT #3	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
	Salaries & Benefits	\$0	\$0		\$0	\$250	\$250
	Supplies	\$0	\$0		\$0	\$0	\$0
	Travel/Per Diem	\$0	\$0		\$0	\$0	\$0
	Contractor/Consultant	\$5,000	\$0		\$0	\$0	\$5,000
	Passthrough	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0
	Equipment			\$0			\$0
	SUBTOTAL	\$5,000	\$0	\$0	\$0	\$250	\$5,250
	Indirect						\$0
	TOTAL	\$5,000	\$0	\$0	\$0	\$250	\$5,250

TIMELINE

FY 2023 State and Local Cybersecurity Grant Program

DATE	TASK
December 1, 2023	Grant Agreement start date
NLT December 30, 2024	Complete NCSR
July 15, 2025	Submit Progress Report * <i>time period 12/1/2023 - 6/30/2025</i>
NLT December 30, 2025	Complete NCSR
January 5, 2026	Submit Progress Report * <i>time period 7/1/2025 - 12/31/2025</i>
July 15, 2026	Submit Progress Report * <i>time period 1/1/2026 - 6/30/2026</i>
NLT December 30, 2026	Complete NCSR
January 5, 2027	Submit Progress Report * <i>time period 7/1/2026 - 12/31/2026</i>
April 30, 2027	Grant Agreement end date
June 14, 2027	Submit Final Reimbursement Request and Closeout Report

October 1st annually	Nationwide Cybersecurity Review (NCSR) opens for input https://www.cisecurity.org/ms-isac/services/ncsr
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BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The Subrecipient's contractors and subcontractors must sign and submit the following certification to the next tier, with the Subrecipient forwarding to the Department Key Personnel for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

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 purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% 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.
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 [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date

Council Agenda Coversheet 	Item Number: 4.g. Date: 1/21/2025 Item Type: Contract/Agreement/Lease Subject: Agreement: Memorandum of Understanding for City Manager Performance Evaluation Department: Executive Services	Category: Consent Agenda
<u>Recommendation</u> The Executives Services Director recommends approval of the Memorandum of Understanding as presented. <u>Motion for Consideration</u> Motion to approve the memorandum of understanding as presented. <u>Summary</u> Article 6 of the employment agreement between the City of Kennewick and Erin Erdman outlines a performance review scheduled for December 2024. Additionally, Article 4.1 allows for a salary adjustment for Ms. Erdman in alignment with the annual review. Ms. Erdman is in agreement to move the timing of her annual performance evaluation to align with her anniversary start date. The Memorandum of Understanding formally waives the timing of this evaluation while ensuring that Ms. Erdman receives a cost-of-living increase effective January 1, 2025, consistent with the rate given to all Kennewick employees. Council may amend the compensation increase in conjunction with the performance review. <u>Alternatives</u> Council may deny approval of the Memorandum of Understanding and provide staff with further instruction to resolve the contract terms. <u>Fiscal Impact</u> The interim fiscal impact is a 3% increase, (\$6,900 salary and \$1,400 benefits), to the City Manager's current salary. This increase can be accommodated with in the existing adopted 2025/2026 budget.		
<u>Attachments:</u> 1. MOU 2. Agreement		

Memorandum of Understanding to the Employment Contract between Erin Erdman and the City of Kennewick

This Memorandum of Understanding ("MOU") dated January 21, 2025, is entered into between Erin Erdman ("City Manager") and the City of Kennewick ("Employer") to amend certain provisions of the employment contract executed on March 26, 2024, ("Employment Contract"). The parties agree as follows:

Purpose

1. **Delayed Performance Review and Goal Setting:** To delay the performance review and goal-setting obligations specified in Article 6 of the Employment Contract.
2. **Cost of Living Adjustment (COLA):** To provide Erin Erdman with a cost-of-living salary adjustment consistent with the adjustments provided to other Kennewick employees in 2025.

Terms and Conditions

1. **Performance Review and Goal Setting**
The performance review and goal-setting obligations detailed in Article 6 of the Employment Contract will be postponed until May 31, 2025. During this time, the parties agree to maintain open communication regarding expectations and ongoing performance.
2. **Cost of Living Salary Adjustment (COLA)**
Effective January 1, 2025, Erin Erdman will receive a 3% cost-of-living adjustment to her current salary. This adjustment aligns with the COLA provided to other Kennewick employees in 2025 and will be reflected in her paycheck beginning with the first payroll cycle in January 2025.

The City Council may further adjust the compensation in conjunction with the performance review in May 2025.

3. **No Other Modifications**
Except as expressly modified by this MOU, all other terms and conditions of the Employment Contract shall remain in full force and effect.

Acknowledgment and Acceptance

This MOU represents the mutual understanding and agreement between the parties. By signing below, both parties agree to the terms outlined herein.

EMPLOYEE

CITY OF KENNEWICK

Erin Erdman, City Manager

Gretl J. Crawford, Mayor

APPROVED AS TO FORM

ATTEST

Laurencio Sanguino, City Attorney

Krystal Johnston, City Clerk

CITY MANAGER
EMPLOYMENT AGREEMENT BETWEEN
ERIN ERDMAN AND THE CITY OF KENNEWICK

1. PARTIES.

1.1 This City Manager Employment Agreement (the “Agreement”) is entered into and effective as of the 26th day of March 2024, by and between the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as “City,” and Erin Erdman, hereinafter referred to as “Erdman,” for the purposes more fully set forth below. The City and Erdman are collectively referred to as “the Parties.”

2. RECITALS.

2.1 Erdman has been selected by the City Council as the preferred candidate for the position of City Manager.

2.3 The City and Erdman desire to establish the terms and conditions of employment as set forth below.

3. COMMENCEMENT OF CONTRACT.

3.1 Agreements. Erdman accepts the employment conditions of this contract as City Manager effective March 26, 2024. Erdman agrees to be present in person to fulfill the position of City Manager within 45 calendar days of this effective date.

3.2 Term. Erdman’s employment shall continue for an indefinite period, unless terminated in the manner provided in this Agreement.

4. COMPENSATION AND OTHER FINANCIAL CONSIDERATIONS.

4.1 Salary. The current base salary for the City Manager shall be two hundred thirty thousand and zero cents (\$230,000). Said salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. In conjunction with Erdman’s annual review the City Council may, in its discretion, review and adjust base salary and/or other benefits of Erdman, but in no event shall Erdman be paid less than the salary set forth above, except by mutual agreement of the Parties.

4.2 Deferred Compensation. City agrees to contribute eight and one half percent (8.5%) of Erdman’s base annual salary into a 457 Deferred Compensation retirement account administered by MissionSquare.

4.3 Paid Time Off (Paid Leave, Holidays, and Other Fringe Benefits). Erdman shall

receive a starting PTO balance of 40 hours and thereafter accrue 21 hours of PTO in each month that she remains employed by the City of Kennewick. Erdman shall be entitled to holidays, and other fringe benefits applicable to FLSA exempt/unclassified employees in accordance with the City's Personnel Policy as now existing or as amended hereafter.

4.4 Insurance, Retirement, and Other Benefits. Erdman shall be entitled to medical, vision and dental insurance, continued enrollment in the Washington State Public Employees Retirement System, and other benefits in accordance the City of Kennewick Personnel Policy, not otherwise modified by this agreement.

4.5 Vehicle Allowance. Erdman shall receive an automobile allowance in the amount of five hundred dollars and zero cents (\$500.00) per month for compensation for the use of a personal automobile on City business.

4.6 Bonding. The City shall pay for the cost of any bonding required of Erdman.

4.7 Professional Development Expenses. The City agrees to pay for Erdman's membership to the Washington City Managers Association and the International City/County Managers Association and paid attendance to the WCMA conferences and paid attendance to the national conference as budgeted funds allow.

4.8 Residency and Relocation Expenses. Residency within the City of Kennewick is required. The City will provide up to \$10,000 (with receipts) in reimbursement to help defray the cost of relocation. If Erdman voluntarily resigns her position or she is terminated for cause within three years of the start date as City Manager, Erdman agrees to repay these funds at a prorated percentage based on time of service. The timing of residency within the City will be identified on a mutually agreeable date between the parties. Erdman shall also receive a monthly housing allowance of \$3,500 per month for up to six months prior to obtaining permanent residency. If Erdman obtains permanent residency prior to the end of the six months duration the City will discontinue the monthly housing allowance.

5. DUTIES.

5.1 Generally. Erdman shall perform all the functions and duties of City Manager as set forth in the job description and as specified in the Kennewick Municipal Code, including such duties that the City Council shall from time to time assign. Erdman further agrees that this position is a managerial position and acknowledges that Erdman will occupy a position of confidentiality with the City Council. Erdman shall perform these duties faithfully, intelligently, to the best of Erdman's ability and in the City's best interest, and subject to the City Council's supervision and direction. Erdman agrees to comply with the City's policies, standards, and regulations currently in effect or as they may be amended in the future. Erdman agrees to remain in the exclusive employ of the City during the term of this Agreement. The term "employ" shall not be construed

to include occasional teaching, writing, consulting, or lecturing performed on Erdman's time off, provided said activities are approved in advance by the City Council and in no way conflict with nor are contrary to the best interest of the City.

5.2 Hours of Work. Erdman's work schedule shall generally be a minimum of forty (40) hours per week. Erdman is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Erdman acknowledges the proper performance of the City Manager's duties require Erdman to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Erdman agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off and administrative leave be permitted in accordance with the City of Kennewick Personnel Policy as now existing or as amended hereafter, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

5.3 Indemnification. The City expressly agrees that it will indemnify and hold Erdman harmless from any claims, demands, suits, judgments and personal liability of any kind or nature, which claims, demands, suits, judgments, and liability arise either directly or indirectly out of the scope of Erdman's employment with the City as City Manager in accordance with Chapter 2.64 of the Kennewick Municipal Code. This indemnification and hold harmless shall continue after Erdman's cessation of employment but only insofar as it relates back to claims, demands, suits, judgments and liability arising either directly or indirectly out of the scope of employment.

6. PERFORMANCE REVIEW.

6.1 Performance Review. The first performance evaluation will occur in December 2024. Within the first 60 days of employment, Erdman and the City Council will work together to establish a list of short-term goals for this initial performance period. Thereafter, the City Council shall review Erdman's job performance at least once annually per Council policy as identified in KMC 2.08.025 or as hereinafter amended by Council.

7. TERMINATION OF EMPLOYMENT.

7.1 By City. Nothing contained herein shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Erdman at any time, subject only to state and federal law as well as other appropriate provisions of this Agreement.

7.1.1 Severance Pay. For termination without "cause" as defined below within the first full calendar year of employment Erdman shall receive a lump sum payment equal to four (4) months of salary as severance. Any accrued leave shall be paid out in accordance with the City of Kennewick Personnel Policy as now existing or as amended hereafter. For termination without "cause" as defined below for any year after the first year, Erdman shall receive a lump sum equal to

six (6) months of salary and a lump sum equal to six (6) months COBRA insurance coverage. In consideration of such severance payment, Erdman agrees to execute a release of all claims against the City, its elected or appointed officers, employees, or agents for any claims arising out of Erdman's employment with the City or termination of Erdman's employment with the City.

7.1.2 In the event Erdman is terminated for cause the City shall have no obligation to pay other than the normally accrued benefits. "Cause" shall mean a fair and honest cause or reason, regulated by good faith on the part of the City, based on facts which are supported by sufficient evidence, and which the City reasonably believes to be true, and is not for any arbitrary, capricious, or illegal reason. Acts, errors, or omissions which discredit the City, materially impair the provision of orderly services to the citizens of the City, or which otherwise constitute unsatisfactory performance, as determined by the City Council, shall constitute "cause". The following are additional examples of the types of conduct which may constitute "cause" and result in termination: (1) Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances; (2) violation of a lawful duty; (3) insubordination; (4) conviction of a felony, or a misdemeanor involving moral turpitude; (5) acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City; (6) engaging in any transaction or activity which is in conflict with or incompatible with the proper discharge of official duties; (7) lack of bondability; (8) material breach of this Agreement; (9) commission of fraud; (10) violation of City personnel policies; (11) breach of fiduciary duties owed to the City; or (12) violation of applicable provisions of the ICMA Code of Ethics. The foregoing list of examples is not all-inclusive nor is it intended to identify all possible bases for termination. If Erdman is terminated for "cause," Erdman shall receive no compensation except as provided in the City of Kennewick Personnel Policy as now existing or as amended hereafter.

7.2 By Erdman. In the event Erdman shall voluntarily terminate Erdman's employment with City for any reason, Erdman agrees to provide City with not less than sixty (60) days prior written notice of the effective date of such termination to afford City a reasonable opportunity to find an interim or replacement City Manager, unless such notice is impractical or impossible due to serious injury, disability, or death. In the event a replacement is found who can commence employment prior to the expiration of the sixty-day notice period, the Parties agree that they shall, in good faith, negotiate an earlier termination date. If Erdman voluntarily resigns or retires, Erdman shall not receive severance pay but shall receive compensation for days worked and all other benefits to which Erdman would otherwise be entitled upon voluntary resignation or retirement.

7.3 Termination of Erdman's employment by the City or Erdman shall result in termination of this Agreement.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and both Parties acknowledge that there are no other agreements, oral or otherwise, that have

not been fully set forth in the text of this Agreement, the Kennewick Municipal Code or the City Personnel Policy as incorporated into this agreement. The Parties to this Agreement further agree that all provisions of the Kennewick Municipal Code that are not specifically covered by this Agreement are in full force and effect as if set out herein.

8.2 Modification. The Parties hereby further agree that this Agreement can be amended or modified only with the written concurrence of both Parties, except for those terms set forth in the Kennewick Municipal Code.

8.3 Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its sole option, to continue the Agreement without the unconstitutional, invalid, or unenforceable provision or position, or to declare the Agreement void and enter negotiations with Erdman for the execution of a new agreement.

8.4 Notices. Any notices required to be given under this Agreement shall be hand delivered or sent by certified mail to the Parties at the following addresses, unless written notice of address change is provided to the other. The Parties acknowledge that upon obtaining permanent residency in the City of Kennewick Erdman will provide the City written notice of her new address:

City: City of Kennewick
City Attorney
210 W. 6th Ave.
Kennewick, WA 99336

City Manager: Erin Erdman
813 NE 28th Way
Battle Ground, WA 98604

8.5 Waiver. Any waiver by the City of Erdman's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Erdman. No provision of this Agreement shall be deemed waived except as set forth in writing by the Parties.

8.6 Assignment. Neither Party may assign any right or delegate any duties hereunder without the prior written consent of the other Party.

8.7 Controlling Law. This Agreement has been entered into and shall be construed under the laws of the State of Washington. In the event of any conflict between the terms, conditions and provisions of this Agreement and any applicable law or authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedent. Venue for any dispute arising under this Agreement shall lie in Benton County, Washington.

8.8 Dispute Resolution. In the event a formal dispute arises regarding this Agreement, Erdman and the City shall engage in nonbinding mediation prior to institution of any legal proceeding.

8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, personal representatives, and successors in interest of Erdman.

DATED as of the date first indicated above.

CITY MANAGER


Erin Erdman, Employee

CITY OF KENNEWICK


Gretl Crawford, Mayor

Approved as to Form:


Laurencio Sanguino, Interim City Attorney

Attest:


Krystal Townsend, City Clerk

Council Agenda Coversheet 	Item Number: 4.h. Date: 1/21/2025 Item Type: Contract/Agreement/Lease Subject: Contract: Interlocal Agreement with Kittitas County for Contracted Banking Services with U.S. Bank Department: Finance	Category: Consent Agenda
<u>Recommendation</u> Staff recommends approving the interlocal agreement with Kittitas County. <u>Motion for Consideration</u> Motion to approve Interlocal Agreement Between the City of Kennewick and Kittitas County, Washington for Contracted Banking Services. <u>Summary</u> U.S. Bank has provided banking services to the City of Kennewick for many years. The contract with U.S. Bank had been extended through the end of 2023. In 2024, the Master Services Agreement with U.S. Bank was updated due to staffing changes at the City and Addendum No. 1 was signed continuing banking services at current rates until January 31, 2025 while city staff worked on developing a piggybacking agreement for banking services. The Kittitas County Treasurer published a Request for Proposal (RFP) for Banking Services on March 1, 2024 and awarded the contract to U.S. Bank beginning September 1, 2024. City staff recommends piggybacking with Kittitas County for contracted banking services as opposed to administering a separate RFP process which would require a significant amount of staff time. The pricing offered by U.S. Bank to Kittitas County is more competitive than what the City is currently paying for bank service charges. Approval of Addendum No. 2 with U.S. Bank is a companion action item to this action and is included as Item 4.j.1. for Council consideration. <u>Alternatives</u> Staff has presented the best course of action; no alternatives are recommended. <u>Fiscal Impact</u> In 2024, the City paid approximately \$84K for banking services (net of earnings credit). The new pricing would be a decrease compared to current service charges. Staff estimates a 5-8% annual savings. The fees are included in the adopted 2025/2026 budget.		
<u>Attachments:</u> 1. Interlocal Agreement		

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2024- 201

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK AND KITTITAS COUNTY, WASHINGTON FOR CONTRACTED BANKING SERVICES

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing piggybacking options on awarded contracts; and

WHEREAS, the Kittitas County Treasurer published a Request for Proposal for Banking Services on March 1st, 2024, and awarded the contract to US Bank, beginning September 1st, 2024; and

WHEREAS, the City of Kennewick wishes to piggyback on the terms of the contract the Kittitas County Treasurer awarded to US Bank for Banking services, through September 1st, 2027, and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement for the Piggybacking of Contracted Banking Services that is attached hereto, and incorporated herein by this reference, and which shall be forthwith filed with the Kittitas County Auditor pursuant to RCW 39.34.040.

Adopted this 3rd day of December 2024.



Attest:

- ☒ Clerk of the Board- Julie Kjorsvik
- ☐ Deputy Clerk of the Board- Mandy Buchholz

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON


Brett Wachsmith, Chairman


Laura Osiadacz, Vice-Chairman


Cory Wright, Commissioner

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WASHINGTON AND KITTITAS COUNTY
WASHINGTON FOR PIGGYBACKING ON CONTRACTED BANKING SERVICES**

This Agreement is made by and between the City of Kennewick, a political subdivision of the State of Washington and Kittitas County, a political subdivision of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

This agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by both the City of Kennewick and Kittitas County.

Each of the parties from time to time goes out to public bid, quotes and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids, quotes, and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

The Purchasing Manager of the City of Kennewick and the Kittitas County Board of County Commissioners shall be representatives of the entities for carrying out the terms of this agreement.

This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written or electronic notice of cancellation of the other party.

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the County having jurisdiction for the public agency, or alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

City of Kennewick, Washington

Kittitas County Board of County Commissioners

Erin Erdman,
City Manager

Date: _____

Attest:

Krystal Townsend,
City Clerk

[Signature]

Brett Wachsmith, Chair

[Signature]

Laura Osladacz

[Signature]

Cory Wright

APPROVED AS TO FORM:

Laurencio Sanguino,
City Attorney

Date Signed: _____

Kittitas County Treasurer

[Signature]

Amy Ciske, Treasurer

Attest:

[Signature]

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy
Buchholz



APPROVED AS TO FORM:

[Signature]

Kittitas County Prosecuting Attorney

Addendum to U.S. Bank Master Services Agreement

On September 1, 2024, ("Effective Date") Kittitas County Treasurer ("Customer") entered into the Master Services Agreement ("MSA") with U.S. Bank National Association ("Bank"). The MSA incorporates the terms of Your Deposit Account Agreement ("Agreement") and the U.S. Bank Services – Terms and Conditions ("Terms") by reference. Capitalized terms not defined herein shall have the meanings set forth in the MSA. This Addendum to the MSA ("this Addendum") amends and supplements the MSA as set forth herein.

For Three (3) years from the Effective Date (the "Term"), Customer and Bank agree as follows:

- (a) Bank shall provide banking services ("Services") as detailed in its response to Customer's RFP (Bank's proposal dated April 30, 2024);
- (b) The pricing schedule attached hereto as Exhibit A shall apply to Services; and
- (c) This Addendum shall expire at the end of the Term unless the parties agree in writing to extend the Term, in which case, this Addendum may be renewed annually (for a term of twelve (12) months).

This Addendum may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Addendum, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.

Other than as set forth above, the MSA remains in full force and effect. In the event of a conflict between this Addendum and the MSA, this Addendum shall control.

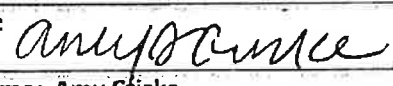
U.S. Bank National Association	Kittitas County Treasurer
By: 	By: 
Name: Anne Adriano	Name: Amy Ciske
Title: Government Banking Relationship Manager	Title: Kittitas County Treasurer

Exhibit A
Pricing Schedule

Service Code	Service	Estimated Monthly Volume	Price per Unit
010 410	Paper Account Analysis Statement	1 \$	-
New Service	Electronic Account Analysis Statement	1 \$	-
010 000	Account Maintenance	10 \$	4,000
010 101	Paper Credits	250 \$	0.180
010 101	Electronic Credits	225 \$	0.100
010 100	Paper Debits	125 \$	0.150
010 100	Electronic Debits	100 \$	0.100
100 224	Deposited Items	7200 \$	0.060
000 230	Deposit Coverage	11000 \$	0.129
100 310	Canadian Deposited Item	1 \$	4,400
100 400	Returned Deposited Item	5 \$	2,000
100 402	Redeposited Returned Item	3 \$	5,000
150 420	Stop Payment Charge	1 \$	25,000
010 020	ZBA Lead	1 \$	5,000
010 021	ZBA Subsidiary	3 \$	5,000
New Service	Remote Deposit		125,000 Image Cash Letter monthly maintenance. Please see proforma
150 030	Positive Pay Maintenance	10 \$	8,000
150 120	Positive Pay per Item	1000 \$	0.020
150 322	Positive Pay Check Return	1 \$	5,000
200 208	Positive Pay Issue/ Cancel Input	50 \$	-
150 310	Positive Pay Exceptions		2,000
150 800	Controlled Disbursement Fixed	3 \$	25,000
150 110	Controlled Disbursement by Item	2000 \$	0.150
150 110	Controlled Disbursement Transaction Output	23 \$	6,500
150 110	Controlled Disbursement Transaction per Item	1767 \$	0.010
400 272	Current Day Statement	10 \$	7,000
400 272	Current Day per Item	2700 \$	0.030
400 272	Previous Day Statement	10 \$	7,000
400 272	Previous Day per Item	6075 \$	0.030
409 999	Monthly DDA Statement PDF	10 \$	-
250 720	ACH Returns and NOC Report	1 \$	4,000
401 020	ACH Token Monthly Maintenance	10 \$	-
409 999	Book Transfer Monthly Maintenance	10 \$	10,000 First account at \$10, rest at \$0
409 999	Book Transfer per Transfer	85 \$	0.100
150 410	Stop Payment Monthly Maintenance	4 \$	10,000 First account at \$10, rest at \$0
250 000	ACH Origination Monthly Maintenance	1 \$	15,000 First account at \$15, rest at \$0
151 350	Image Access Monthly Maintenance	5 \$	10,000
151 352	Image Access Images Retrieved	65 \$	1,000
409 999	External Messaging Monthly Maintenance	8 \$	10,000 First account at \$10, rest at \$0
409 999	Investment Reporting Monthly Maintenance	1 \$	-

350 000	Wire Monthly Maintenance	1 \$	6.000
350 300	Incoming Fed Wire	1 \$	8.000
350 104	Fedwire Non-Repertive	1 \$	10.000
350 120	Internal Wire	1 \$	10.000
250 120	ACH Originated Addenda	15 \$	0.020
250 202	ACH Received Item	350 \$	0.020
250 220	ACH Received Addenda	35 \$	0.020
251 050	ACH Block Monthly Maintenance	5 \$	5.000
250 102	ACH On-Us Item	100 \$	0.060
250 102	ACH Transit Item	550 \$	0.060
250 505	ACH Process Run	22 \$	6.500
250 302	ACH Return Item	1 \$	3.000
100 01Z	Cash Deposit per \$100	2500 \$	0.110
100 000	Branch Deposit Processing Fee	40 \$	0.750
109 999	Night Drop Processing Fee	200 \$	0.750
100 040	Standard Change Order	5 \$	5.000
310 104	E-Lockbox Maintenance	1 \$	150.00
250 202	E-Lockbox Return Item	1 \$	5.00
250 302	E-Lockbox Remittance Info	1 \$	30.00
300 220	E-Lockbox Electronic Payment per Item	150 \$	0.20
	1-4999 at \$0.20 each		
	5000-9999 at \$0.17 each		
	10000-24999 at \$0.15 each		
	25000-49999 at \$0.13 each		
	50000-99999 at \$0.09 each		
	Over 99999 at \$0.06 each		
310 113	E-Lockbox Data Transfer Out/Biller ID	23 \$	6.50
450 110	Clearance vs Payment	3 \$	20.00
450 000	Safekeeping Account	1 \$	20.00
450 140	Govts/Equities	37 \$	1.00
450 140	Munis	27 \$	2.00
450 140	Corp/Other	16 \$	2.00
	Earnings Rate on Collected Balances	% with detail, if necessary	
	Negative Ledger Balance Rate	% with detail, if necessary	
	Negative Collected Balance Rate	% with detail, if necessary	
	Allow Use of Uncollected Balance?	Yes or No	
	2.00 %; bank managed rate		
	N/A		
	12.50%; Prime plus 4.00%		
	Yes		
	We purchase warrants on a case by case basis with the rate determined at the time of purchase	% with detail, if necessary	
	Overnight Warrant Float Rate		



U.S. Bank Master Services Agreement

Customer Tax Identification Number: Enter Tax ID

I, Enter Name, HEREBY CERTIFY that I am Enter Title of Enter Company Name ("Customer"),

Select Entity Type If applicable enter State

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records, or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

U.S. Bank Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

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Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

For Internal Use Only:

Review: _____ Validation Method: _____ TL Review _____ Imaged: _____

Council Agenda Coversheet	Item Number: 4.h.1. Date: 1/21/2025 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Contract: U.S. Bank Master Services Agreement for Contracted Banking Services - Addendum No. 2 Department: Finance	
<u>Recommendation</u> Staff recommends Council approve the addendum in order to realize more favorable banking terms for the City of Kennewick. <u>Motion for Consideration</u> Motion to approve Addendum No. 2 to U.S. Bank Master Services Agreement as presented. <u>Summary</u> This is a companion action item to the Kittitas County Interlocal Agreement presented under item 4.j. Under this item, Council is asked to approve the new terms outlined in Addendum No. 2. This addendum details that U.S. Bank will provide banking services as specified in the Kittitas County Banking Services RFP and Pricing. Additionally, U.S. Bank and the City have agreed to the Proforma Account Analysis, which establishes the pricing structure, with the contract set to remain effective until January 31, 2028. Addendum No. 2 also includes a provision for possible extensions upon mutual agreement. <u>Alternatives</u> No alternatives are recommended. <u>Fiscal Impact</u> In 2024, the City paid approximately \$84K for banking services (net of earnings credit). The new pricing would be a decrease compared to current service charges. Staff estimates a 5-8% annual savings. The fees are included in the adopted 2025/2026 budget.		
<u>Attachments:</u> 1. Addendum No. 2		

Addendum No.2 to U.S. Bank Master Services Agreement

On October 7, 2024 the City of Kennewick ("City") entered into the Master Services Agreement ("MSA") with U.S. Bank National Association ("Bank") and modified the MSA by Addendum No.1 on December 17, 2024. This Addendum No. 2 ("Addendum") amends and supplements the MSA and Addendum No.1 as set forth herein.

The City and Bank agree as follows:

- a. The Bank shall furnish banking services in accordance with and as described in the Kittitas County Banking Services Request for Proposal ("RFP") and pricing, as detailed in its response to the RFP dated April 30, 2024, which are incorporated herein by reference;
- b. The City hereby promises and agrees with the Bank to employ, and does employ the Bank to provide and deliver Banking Services according to the attached Exhibit "B" – Proforma Account Analysis;
- c. This contract remains in full force and effect until January 31, 2028. Upon Mutual agreement, additional extensions will be permitted. The City reserves the right to cancel this contract at any time subject to notice being filed with the Bank by the City at least 90 days in advance of the cancellation date. The Bank is granted the right of cancellation of the banking services contract upon 90 days written notice of its intent.

This Addendum may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Addendum, as executed, as a true and correct original and admissible as best evidence for the purpose of State law, Federal rule of Evidence 1002, and similar statutes and regulations.

Other than as set forth above, the MSA remains in full force and effect. In the event of a conflict between this Addendum and the MSA, this Addendum shall control.

CITY OF KENNEWICK

US BANK

Erin Erdman
City Manager

Jayne Pankratz
Vice-President, Government

Date Signed

Date Signed

Attest:

Krystal Townsend, City Clerk

Date Signed

Approved as to Form:

Laurencio Sanguino, City Attorney

Account Analysis & Billing
CITY OF KENNEWICK0
0
0**Consolidated Analysis Summary**

Lead Account Number	7667
Earnings Credit Rate	0.40%
Negative Collected Rate	12.00%
Current Month Multiplier	3,000.00
Settlement Frequency	ANNUAL

Balance Summary

Average Ledger Balance	\$	990,545.08
Average Float	-	0.00
Average Collected Balance	=	990,545.08
Average Negative Collected	\$	(640.10)
Average Positive Collected Balance	\$	991,185.18

Settlement Analysis

Average Positive Collected Balance	\$	991,185.18
Fee Based Collected Balance (Net of Reserves)	-	0.00
Collected Balance Available for Earnings Credit Services	=	991,185.18
Earnings Credit @ 0.4%		330.40
Interest Paid on Balances		0.00
Earnings Credit Based Service Charges	-	3,442.84
Current Month Surplus/(Deficit) Position	=	(3,112.45)
Net Service Charges	\$	3,112.45

Net of Interest and Service Charges

Interest Earned Less Service Charges	\$	(3,112.45)
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<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
Depository Services					
010410	Paper Account Analysis Stmt	0.91	\$ 0.00	\$ -	
010000	Account Maintenance	4	\$ 4.00	\$ 16.00	\$ 48,000
010101	Paper Credits	183.91	\$ 0.18	\$ 33.10	\$ 99,311
010101	Electronic Credits	130.33	\$ 0.10	\$ 13.03	\$ 39,099
010100	Paper Debits	499.89	\$ 0.15	\$ 74.98	\$ 224,951
010100	Electronic Debits	66.74	\$ 0.10	\$ 6.67	\$ 20,022
010102	Combined Transactions/Items	3,551.32	\$ 0.00	\$ -	
150101	Reject Checks Paid		\$ 0.00		
150101	For First 50 Per Acct	7.58	\$ 0.00	\$ -	

December 2024



Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
						<u>Price</u>	<u>Balance</u>
							<u>Required</u>
150101	For Over 50 Per Acct		\$	0.00	\$	-	
100224	Deposited Item	2,404.16	\$	0.06	\$	144.25	\$ 432,749
100400	Returned Deposited Items	3.75	\$	2.00	\$	7.50	\$ 22,500
100405	Returned Item Special Instruc		\$	0.00			
100405	For First 1	1	\$	5.00	\$	5.00	\$ 15,000
100405	For Over 1	3	\$	5.00	\$	15.00	\$ 45,000
100402	Redeposited Returned Item	3.08	\$	5.00	\$	15.40	\$ 46,200
100403	Returned Item Image Viewed	5.5	\$	0.25	\$	1.38	\$ 4,125
100414	Returned Item Img Advice View	0.83	\$	0.25	\$	0.21	\$ 623
000230	Deposit Coverage	1,068.83	\$	0.129	\$	137.88	\$ 413,637
010320	Snapshot Statement/Copy	0.16	\$	0.00	\$	-	
010310	Truncated Paper Stmt	3	\$	0.00	\$	-	
010310	Image Paper DDA Statement	1	\$	2.00	\$	2.00	\$ 6,000
150240	Check Filter Monthly Maint	1	\$	5.00	\$	5.00	\$ 15,000
150320	Check Filter Items Returned		\$	5.00			
150420	Manual Stop Payment-24 Months		\$	25.00			
010600	Account Inquiry		\$	0.00			
150810	Check/Deposit Ticket Order	70.25	\$	1.00	\$	70.25	\$ 210,750
010600	Related Acct Transfer by Phone		\$	8.50			
151342	Copy of Check/Deposit Ticket	0.58	\$	2.00	\$	1.16	\$ 3,480
151351	Stmnt-Number of Images		\$	0.00			
151351	For First 100 Per Acct	6.91	\$	0.00	\$	-	
151351	For Over 100 Per Acct		\$	0.02	\$	-	
000210	Charge For Neg Coll Balance	\$ 6.40	\$	1.00	\$	6.40	\$ 19,203
	Subtotal Depository Services				\$	555.22	\$ 1,665,649
Account Reconcilement Services							
150030	Partial/Positive Pay Maint		\$	0.00			
150030	For First 1 Per Acct	2	\$	30.00	\$	60.00	\$ 180,000
150030	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$	10.00	\$	-	
150120	Partial/Positive Pay-per Item	484.24	\$	0.02	\$	9.68	\$ 29,054
200020	Partial ARP Maintenance		\$	0.00			
200020	For First 1 Per Acct	1	\$	30.00	\$	30.00	\$ 90,000
200020	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$	10.00	\$	-	
200120	Partial ARP - per Item	11.33	\$	0.02	\$	0.23	\$ 680
150030	Full/Positive Pay Maint		\$	0.00			
150030	For First 1 Per Acct		\$	35.00			
150030	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$	10.00			
150120	Full/Positive Pay - per Item		\$	0.02			
150030	SP Positive Pay Only Maint		\$	8.00			
150120	SP Pos Pay Only - per Item		\$	0.02			
150322	SP Checks Returned	0.33	\$	5.00	\$	1.65	\$ 4,950
100600	Deposit Recon Maint		\$	10.00			
151352	SP Pos Pay Image Retrieval	3.75	\$	0.00	\$	-	
100610	Deposit Recon Items		\$	0.03			
20020B	SP Issue/Cancel Input	25.33	\$	0.00	\$	-	
150310	SP Positive Pay Exceptions	2	\$	2.00	\$	4.00	\$ 12,000

December 2024



Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
						<u>Price</u>	<u>Balance</u>
							<u>Required</u>
20020B	SP Issue Mnt Upload - per File		\$		0.00		
20020B	For First 6 Per Acct	5.91	\$		5.00	\$ 29.55	\$ 88,650
20020B	For Over 6 Per Acct		\$		0.00	\$ -	
159999	SP Issue Mnt Confirm-per File		\$		0.50		
150310	SP Unreviewed Payee Exceptions		\$		0.15		
200100	SP ARP Recon Report-per Item		\$		0.03		
200306	SP ARP Recon Reports Maint		\$		10.00		
151200	Recon Printing / Mailing Fee	3	\$		225.00	\$ 675.00	\$ 2,025,000
200306	SP ARP Recon Outstanding Maint		\$		10.00		
200306	SP ARP Recon Outstanding Item		\$		0.03		
200306	SP ARP Daily Paid Monthly Main		\$		10.00		
200306	SP ARP Daily Paid - per Item		\$		0.03		
200306	SP ARP Daily Outstanding Maint		\$		10.00		
200306	SP ARP Daily Outstanding Item		\$		0.03		
200201	Transmission Input	2.41	\$		6.50	\$ 15.67	\$ 46,995
150120	SP Same Day PPay per Item		\$		0.03		
150120	SP Same Day PPay Exception		\$		2.00		
200301	ARP Transmission Output	3	\$		6.50	\$ 19.50	\$ 58,500
200301	ARP Transmission - per Item	500.66	\$		0.03	\$ 15.02	\$ 45,059
100600	Deposit Recap Maintenance		\$		10.00		
150122	Payee Positive Pay Maintenance		\$		10.00		
151022	Payee Positive Pay-per Item		\$		0.02		
150122	SP Payee Pos Pay Exceptions		\$		2.00		
150230	Stale Date Maintenance		\$		10.00		
99TTTT	AES Program Admin Fee		\$		150.00		
Subtotal Account Reconciliation Services					\$	860.30	\$ 2,580,889
SinglePoint							
400272	Sp Current Day Per Acct		\$		0.00		
400272	For First 1	1	\$		7.00	\$ 7.00	\$ 21,000
400272	For Over 1	4	\$		7.00	\$ 28.00	\$ 84,000
400272	Sp Current Day Per Item	1,835.66	\$		0.03	\$ 55.07	\$ 165,209
400272	Sp Previous Day Per Acct		\$		0.00		
400272	For First 1	1	\$		7.00	\$ 7.00	\$ 21,000
400272	For Over 1	4	\$		7.00	\$ 28.00	\$ 84,000
400272	Sp Previous Day Per Item	2,489.08	\$		0.03	\$ 74.67	\$ 224,017
409999	SP Previous Day ACH Addenda		\$		10.00		
050310	SP Lockbox Summary Report		\$		10.00		
010407	Account Analysis Report CSV		\$		0.00		
409999	Monthly DDA Statement PDF	6	\$		0.00	\$ -	
250720	ACH Return and NOC Report	3	\$		0.00	\$ -	
250720	ACH Return and NOC Report Prev		\$		0.00		
250720	For First 1	1	\$		4.00	\$ 4.00	\$ 12,000
250720	For Over 1	2	\$		0.00	\$ -	
050311	SP Lockbox Detail Report		\$		10.00		
400800	SP Extended Retention-12 mos		\$		20.00		
400800	SP Extended Retention-24 mos		\$		30.00		
401020	SP Token Monthly Maintenance	4.91	\$		0.00	\$ -	

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Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
						<u>Price</u>	<u>Balance</u>
							<u>Required</u>
401020	SP Token Replacement	0.16	\$	10.00	\$	1.60	\$ 4,800
400810	SP User Add/Modify/Delete		\$	0.00			
400810	SP Account Add/Modify/Delete		\$	0.00			
400820	SP Bank Assist Password Reset		\$	0.00			
409999	SP Book Transfer Mo Maint		\$	0.00			
409999	For First 1	1	\$	10.00	\$	10.00	\$ 30,000
409999	For Over 1	5	\$	0.00	\$	-	
409999	SP Book Transfer-per Transfer	0.16	\$	0.10	\$	0.02	\$ 48
150410	SP Stop Payments Mo Maint		\$	0.00			
150410	For First 1	1	\$	10.00	\$	10.00	\$ 30,000
150410	For Over 1	1	\$	0.00	\$	-	
150410	SP Stop Payments-per Stop		\$	8.00			
150413	SP Stop Payments-per Revoke		\$	10.00			
150412	SP Stop Pmt Renewal-per Stop		\$	5.00			
250000	SP ACH Origination Mo Maint		\$	0.00			
250000	For First 1		\$	15.00			
250000	For Over 1		\$	0.00			
250000	SP ACH Origination Rec Email		\$	0.05			
250000	SP ACH Positive Pay Mo Maint	3	\$	10.00	\$	30.00	\$ 90,000
350000	SP Wires Monthly Maintena		\$	0.00			
350000	For First 1	1	\$	15.00	\$	15.00	\$ 45,000
350000	For Over 1	1	\$	0.00	\$	-	
250000	SP ACH POS Pay Authorization	0.5	\$	1.00	\$	0.50	\$ 1,500
250000	SP ACH POS Pay per Paid Item		\$	0.10			
150030	SP Positive Pay Monthly Maint	2	\$	0.00	\$	-	
200201	SP Issue Maint Mo Maintenance		\$	0.00			
200201	For First 1	1	\$	10.00	\$	10.00	\$ 30,000
200201	For Over 1	2	\$	0.00	\$	-	
151350	SP Image Access Mo Maint	4	\$	10.00	\$	40.00	\$ 120,000
409999	Invest Reporting Mo Maint		\$	0.00			
409999	SP External Message Mo Maint		\$	0.00			
409999	For First 1	1	\$	10.00	\$	10.00	\$ 30,000
409999	For Over 1	5.41	\$	0.00	\$	-	
409999	SP External User Message Sent	35.5	\$	0.00	\$	-	
409999	SP External User Task Sent	35.41	\$	0.00	\$	-	
Subtotal SinglePoint					\$	330.86	\$ 992,575
Wire Transfers							
350000	Wire Monthly Maint Voice-Pin		\$	6.00			
350300	Incoming Fedwire		\$	8.00			
350123	Internal Wire Credit	7.58	\$	8.00	\$	60.64	\$ 181,920
350200	Voice Fedwire Repetitive		\$	30.00			
350202	Voice Fedwire Non-Repetitive		\$	30.00			
350202	Bank- Internal		\$	8.00			
350300	Incoming Fedwire Ctp	0.33	\$	8.00	\$	2.64	\$ 7,920
350580	Wire Transfer Special Handling	2.08	\$	10.00	\$	20.80	\$ 62,400
350540	Cancelled Outgoing Wire	0.25	\$	3.50	\$	0.88	\$ 2,625
350100	SP Fedwire Repetitive		\$	10.00			

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Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>	<u>Required</u>	
350104	SP Fedwire Non-Repetitive	0.58	\$	10.00	\$	5.80	\$	17,400
350120	SP Internal	7.5	\$	10.00	\$	75.00	\$	225,000
35010Z	SP Tax Payment	0.08	\$	18.00	\$	1.44	\$	4,320
350403	SP Wire Beneficiary Email	0.08	\$	0.10	\$	0.01	\$	24
350412	Wire Advice Mail		\$	0.00				
Subtotal Wire Transfers					\$	167.20	\$	501,609
Faster Payments								
359999	Disb via Zelle Standard Paymt		\$	0.75				
359999	Disb via Zelle Instant Paymt		\$	0.75				
359999	Disb via Zelle Verify Enroll		\$	0.05				
359999	RTP Origination		\$	0.00				
359999	If 1 - 100 Per Acct		\$	0.75				
359999	If 101 - 1000 Per Acct		\$	0.65				
359999	If 1001 - 5000 Per Acct		\$	0.55				
359999	If 5001 - 10000 Per Acct		\$	0.45				
359999	If Over 10000 Per Acct		\$	0.35				
359999	RTP Request for Payment		\$	0.50				
359999	RTP Monthly Maintenance		\$	0.00				
251110	AVS Status per Item		\$	0.00				
251110	AVS Ownership per Item		\$	0.00				
251110	AVS Translated Response MM		\$	0.00				
251110	AVS Translated Tot Mo per Item		\$	0.26				
251110	AVS Basic Monthly Maint		\$	0.00				
251110	AVS Basic per Item		\$	0.30				
Subtotal Faster Payments					\$	-		
Zero Balance Accounts								
010020	ZBA Lead	1	\$	5.00	\$	5.00	\$	15,000
010021	ZBA Subsidiary	2	\$	5.00	\$	10.00	\$	30,000
Subtotal Zero Balance Accounts					\$	15.00	\$	45,000
Controlled Disbursements								
150000	Controlled Disb - Fixed		\$	25.00				
150110	Controlled Disb - per Item		\$	0.15				
150110	Controlled Disb Trans Output		\$	6.50				
150110	Controlled Disb Trans per Item		\$	0.01				
Subtotal Controlled Disbursements					\$	-		
Image Services								
151351	SP Cks Pd per item Stored	496	\$	0.01	\$	4.96 ¹	\$	14,880
151351	Dep Itms Img per Item Stored	2,549	\$	0.01	\$	25.49	\$	76,470
151352	SP Short Term Imgs Retrieved	5.33	\$	1.00	\$	5.33	\$	15,990
Subtotal Image Services					\$	35.78	\$	107,340

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<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
Lockbox					
050000	WLBX Monthly Maint-Seattle	\$	0.00		
050000	For First 1	\$	175.00		
050000	For Over 1	\$	175.00		
050300	WLBX Deposit-Seattle	\$	1.00		
050100	WLBX per Item-Seattle	\$	0.50		
050122	WLBX OCR Item-Seattle	\$	0.40		
050103	WLBX Multi Payment-Seattle	\$	0.15		
05011M	WLBX Corr-Only Item-Seattle	\$	0.45		
05011R	WLBX Image Check/Coupon-Seattl	\$	0.04		
05011R	WLBX Image Document-Seattle	\$	0.15		
050126	WLBX Data Keystroke-Seattle	\$	0.02		
050121	WLBX MICR Capture-Seattle	\$	0.05		
050410	WLBX Mail Out-Seattle	\$	0.15		
05011I	WLBX Manual Mail - Seattle	\$	10.00		
050105	WLBX Foreign Check-Seattle	\$	6.00		
05013B	WLBX Cash Processing-Seatt	\$	10.00		
050401	WLBX Transmission-Seattle	\$	0.00		
050401	For First 1 Per Acct	\$	175.00		
050401	For Over 1 Per Acct	\$	50.00		
05011R	WLBX 2 Yr Archive Itm-Seattle	\$	0.04		
05011R	WLBX 7-10 Yr Arch Itm-Seattle	\$	0.06		
05021Q	WLBX Web Decisioning Maint-Sea	\$	125.00		
05021Q	WLBX Web Decisioning Item-Sea	\$	0.50		
050002	WLBX Rental - Seattle	\$	7.92		
050131	Payees 0 to 10 - Seattle	\$	0.00		
050131	Payees 11 to 20 - Seattle	\$	0.08		
050131	Payees 21 to 30 - Seattle	\$	0.12		
050131	Accept All Payees - Seattle	\$	200.00		
050610	WLBX Photo Req-Seattle	\$	10.00		
059999	WLBX Acct Changes-Seattle	\$	25.00		
050500	WLBX Unproc/Reject Item-Seattl	\$	1.00		
100214	Lockbox Deposited Item	\$	0.07		
Subtotal Lockbox			\$	-	
Check Payables					
300000	Check Payables Monthly Maint	\$	0.00		
300000	For First 1	\$	100.00		
300000	For Over 1	\$	65.00		
151810	Check Payables Check Payment	\$	0.00		
151810	If 1 - 3000	\$	0.50		
151810	If 3001 - 25000	\$	0.40		
151810	If 25001 - 50000	\$	0.35		
151810	If 50001 - 100000	\$	0.30		
151810	If Over 100000	\$	0.25		
151830	Check Payables Check Addl Page	\$	0.30		
151810	Check Payables Envelopes	\$	0.02		

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<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
						<u>Price</u>	<u>Balance</u>
							<u>Required</u>
151850	Check Payables Postage		\$		0.547		
151850	Chk Pay Additional Postage		\$		1.00		
151860	Check Payables Exp Mail		\$		8.00		
1518A0	Check Payables Brochure Print		\$		0.80		
1518A0	Check Payables Brochure Insert		\$		0.12		
300100	Check Payables Transmission		\$		6.50		
150040	SPT Chk Payables Monthly Maint		\$		65.00		
151810	SPT Chk Payables Per Check		\$		0.00		
151810	If 1 - 100 Per Acct		\$		0.80		
151810	If 101 - 500 Per Acct		\$		0.70		
151810	If 501 - 1000 Per Acct		\$		0.60		
151810	If Over 1000 Per Acct		\$		0.60		
20020B	MyEasyView Monthly Maintenance		\$		15.00		
20020B	MyEasyView Per Item		\$		0.04		
	Subtotal Check Payables			\$		-	
	ACH Services						
250000	ACH Monthly Maintenance	1	\$	25.00	\$	25.00	\$ 75,000
250120	ACH Originated Addenda Item	1.75	\$	0.02	\$	0.04	\$ 105
250501	ACH Process Run	12.41	\$	6.50	\$	80.67	\$ 241,995
250102	ACH Orig Transit Item		\$	0.00			
250102	If 1 - 10000 Per Acct	3,283.08	\$	0.08	\$	262.65	\$ 787,939
250102	If Over 10000 Per Acct		\$	0.08	\$	-	
250102	ACH Originated On-US Item		\$	0.00			
250102	If 1 - 10000 Per Acct	267.25	\$	0.08	\$	21.38	\$ 64,140
250102	If Over 10000 Per Acct		\$	0.08	\$	-	
250000	SDA STATUS REPORT		\$	0.00			
259999	ACH File Confirmation Email		\$	1.00			
259999	ACH File Confirmation Transmit		\$	1.00			
250202	ACH Received Item	266.24	\$	0.02	\$	5.32	\$ 15,974
250220	ACH Received Addenda Item	226.25	\$	0.02	\$	4.53	\$ 13,575
251050	ACH Block Mthly Maint-per Acct		\$	5.00			
251050	ACH Filter Mthly Maint		\$	15.00			
251055	ACH FILTER CHANGE		\$	5.00			
250300	Unauth ACH Return - per Item	0.33	\$	8.75	\$	2.89	\$ 8,663
250302	ACH Return-per Item	26.25	\$	2.50	\$	65.63	\$ 196,875
251070	ACH Notification of Change	1.08	\$	2.50	\$	2.70	\$ 8,100
250401	ACH Return/NOC Faxed		\$	15.00			
251055	Business ECheck Block Mo Maint		\$	10.00			
250640	ACH Item Adjustment Request	0.08	\$	25.00	\$	2.00	\$ 6,000
250641	ACH Batch Adjustment Request		\$	25.00			
250641	ACH Letter of Indemnity		\$	40.00			
250102	Same Day ACH Orig Transit Item	60	\$	0.50	\$	30.00	\$ 90,000
250642	ACH File Adjustment Request		\$	25.00			
259999	SDA Special Processing		\$	200.00			
250102	SP ACH On-US Item		\$	0.06			
250102	SP ACH Transit Item		\$	0.06			
250102	SinglePoint SDA Transit Item		\$	0.50			

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<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
					<u>Price</u>	<u>Balance</u>
						<u>Required</u>
250505	SP ACH Process Run	\$		6.50		
251000	UPIC Monthly Maintenance	\$		10.00		
250302	SP ACH Rtn Item	\$		3.00		
250300	SP Unauth ACH Ret - per Item	\$		8.75		
251070	SP ACH NOC Item	\$		3.00		
300010	ACH Remittance Monthly Maint	\$		0.00		
300010	For First 1	\$		35.00		
300010	For Over 1	\$		35.00		
Subtotal ACH Services			\$		502.79	\$ 1,508,366
Branch Coin/Currency Services						
10001Z	Cash Deposited-per \$100	590.49	\$	0.11	\$ 64.95	\$ 194,862
100011	Coin Deposited-per Roll		\$	0.25		
100012	Loose Mixed Coin Dep-per Bag		\$	12.00		
100014	Fed Ready Coin Dep-per Bag		\$	4.00		
100000	Branch Deposit Processing Fee	139.32	\$	0.75	\$ 104.49	\$ 313,470
109999	Night Dep Processing-per Dep	8.08	\$	0.75	\$ 6.06	\$ 18,180
100501	Cash Deposit Adjustment Fee		\$	7.00		
100003	Non-compliant BCF deposit fee		\$	15.00		
10004A	Currency Ordered-per Strap	0.49	\$	0.75	\$ 0.37	\$ 1,103
100048	Loose Currency Ordered/\$100	7.74	\$	0.10	\$ 0.77	\$ 2,322
100044	Coin Rolls Ordered-per Roll	13.41	\$	0.10	\$ 1.34	\$ 4,023
100046	Coin Rolls Ordered-per Box		\$	5.00		
100047	Loose Coin Ordered-per Bag		\$	14.00		
100040	Standard Chng Order-per Order	3.91	\$	5.00	\$ 19.55	\$ 58,650
100830	Disposable Deposit Bag	144.16	\$	0.30	\$ 43.25	\$ 129,744
150501	Non Customer On US Ck Cashing		\$	0.00		
Subtotal Branch Coin/Currency Services			\$		240.78	\$ 722,353
CVS Coin/Currency						
100114	Cash Dep-per \$100		\$	0.10		
100100	Cash Vault Deposit		\$	0.70		
100104	Envelope Deposit		\$	0.70		
100113	Coin Bag Deposited		\$	3.50		
100111	Loose Coin Deposit		\$	9.00		
100501	Cash Dep Adjustment		\$	7.00		
100144	Individual Coin Roll		\$	0.18		
100146	Box Coin Ordered		\$	5.00		
10014A	Curr Order per Strap		\$	0.70		
100141	Std Cash Orders		\$	5.00		
100141	Non Std Cash Orders		\$	6.50		
100143	Late Cash Order		\$	35.00		
100147	Coin Bag Ordered		\$	7.50		
Subtotal CVS Coin/Currency			\$		-	

Advanced Receivables

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<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
					<u>Price</u>	<u>Balance</u>
						<u>Required</u>
40005Z	VP Monthly Maint - per Acct		\$	0.00		
40005Z	For First 1	1	\$	50.00	\$ 50.00	\$ 150,000
40005Z	For Over 1		\$	50.00	\$ -	
410000	Data Normalization - per Item	1,526.33	\$	0.01	\$ 15.26	\$ 45,790
400110	VP Data Trans - per Trans		\$	6.50		
	Subtotal Advanced Receivables			\$	65.26	\$ 195,790
	InTrader					
450110	Clearance vs Pmt-Fed Reserve		\$	20.00		
45011B	Clearance vs Pmt-DTC/Mstc		\$	20.00		
450000	Safekeeping Acct Maintenance		\$	20.00		
450140	SKG Receipts-Govts/Equities		\$	1.00		
450140	SKG Receipts-Munis		\$	2.00		
450140	SKG Receipts-Corp/Other		\$	2.00		
	Subtotal InTrader			\$	-	
	Electronic Deposit Services					
101300	EDM Monthly Maint - per Acct		\$	0.00		
101300	For First 1		\$	25.00		
101300	For Over 1		\$	25.00		
101300	Web Monthly Maint - per Wrkstn		\$	0.00		
101300	If 1 - 10		\$	25.00		
101300	If 11 - 50		\$	25.00		
101300	If Over 50		\$	25.00		
109999	Deposit Credit		\$	1.00		
101311	Image Check Item - On-Us		\$	0.15		
101310	Image Check Item - Transit		\$	0.15		
101311	Image Cash Letter Item - On-Us		\$	0.08		
101310	Image Cash Letter Item-Transit		\$	0.00		
101310	If 1 - 10000 Per Acct		\$	0.08		
101310	If 10001 - 25000 Per Acct		\$	0.07		
101310	If 25001 - 100000 Per Acct		\$	0.06		
101310	If Over 100000 Per Acct		\$	0.05		
010101	Image Cash Letter Deposit Fee		\$	0.30		
101324	Image Cash Letter Transmission		\$	115.00		
101300	ICL Monthly Maintenance		\$	125.00		
	Subtotal Electronic Deposit			\$	-	
	E-Lockbox					
310104	E-LOCKBOX Maintenance		\$	0.00		
310104	For First 1	1	\$	150.00	\$ 150.00	\$ 450,000
310104	For Over 1		\$	50.00	\$ -	
250202	ELBX Electronic Pymt RB Item		\$	0.00		
250202	If 1 - 4999 Per Acct	1,525.83	\$	0.20	\$ 305.17	\$ 915,498
250202	If 5000 - 9999 Per Acct		\$	0.17	\$ -	
250202	If 10000 - 24999 Per Acct		\$	0.15	\$ -	

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<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Price</u>	<u>Collected</u> <u>Balance</u> <u>Required</u>
250202	If 25000 - 49999 Per Acct		\$	0.13	\$ -	
250202	If 50000 - 99999 Per Acct		\$	0.09	\$ -	
250202	If Over 99999 Per Acct		\$	0.06	\$ -	
250302	E-LOCKBOX Return Item		\$	5.00		
300220	Suppl Remittance Info		\$	30.00		
250302	E-LOCKBOX NOC Item		\$	5.75		
310113	ELBX Data Trans Out /billerID	20.83	\$	6.50	\$ 135.40	\$ 406,185
310112	E-LOCKBOX Transl Payment	1,533.83	\$	0.05	\$ 76.69	\$ 230,075
	Subtotal E-Lockbox			\$	667.25	\$ 2,001,758
	International Banking					
100310	Un-Encode CAD/USD Item		\$	4.40		
	Subtotal International Banking			\$	-	
	Miscellaneous Charges					
000371	Invoice Fee	0.08	\$	30.00	\$ 2.40	\$ 7,200
	Subtotal Miscellaneous Charges			\$	2.40	\$ 7,200
	Total Service Charges			\$	3,442.84	\$ 10,328,528
	One Time and Annual Charges					
400820	VP Setup - per Customer		\$	0.00		
101330	Web Client Setup and Training		\$	0.00		
101330	ICL Impl Fee - Vendor		\$	0.00		
101330	ICL Implementation Fee		\$	0.00		
101333	Epson CaptureOne x60 Scanner		\$	1,150.00		
101333	Epson CaptureOne x90 Scanner		\$	1,350.00		
101333	Epson CaptureOne Upgrade		\$	250.00		
410010	Epson CO 1 Yr Ext Warranty		\$	75.00		
410010	Epson CO 2 Yr Ext Warranty		\$	100.00		
101333	Scanner Replacement		\$	150.00		
310102	E-LOCKBOX Custom Setup		\$	0.00		
310100	E-LOCKBOX Setup		\$	0.00		
310100	E-LOCKBOX Addl File Setup		\$	0.00		
251000	ELBX Stop File Setup		\$	0.00		
251000	ELBX Stop File Setup Direct		\$	0.00		
159999	Check Filter Setup		\$	0.00		
200410	Setup Partial ARP		\$	0.00		
200410	Setup Full ARP		\$	0.00		
151600	Payee Positive Pay Setup		\$	0.00		
109999	Setup Deposit Recon		\$	0.00		
200410	Setup Transmission Output		\$	0.00		
99TTTT	AES DD Letter Prep		\$	0.00		
99TTTT	If 1 - 500		\$	2.75		
99TTTT	If 501 - 1000		\$	2.50		
99TTTT	If Over 1000		\$	2.40		

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<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit</u>	<u>Total</u>	<u>Collected</u>
			<u>Price</u>	<u>Price</u>	<u>Balance</u>
					<u>Required</u>
99TTTT	AES DD Response Monitoring	\$	0.00		
99TTTT	If 1 - 500	\$	1.50		
99TTTT	If 501 - 1000	\$	1.40		
99TTTT	If Over 1000	\$	1.30		
99TTTT	AES Report Filing	\$	0.00		
99TTTT	If 1 - 25	\$	150.00		
99TTTT	If Over 25	\$	150.00		
99TTTT	AES Per Item Filing Fee	\$	0.00		
99TTTT	If 1 - 1000	\$	1.50		
99TTTT	If 1001 - 2500	\$	1.40		
99TTTT	If Over 2500	\$	1.30		
99TTTT	AES DD Letter Postage	\$	1.00		
250000	SP ACH Positive Pay Setup	\$	0.00		
251130	AVS API Onboarding	\$	0.00		
010702	ZBA Setup	\$	0.00		
159600	Controlled Disb - Setup	\$	0.00		
05021Q	WLBX Scannable Setup Fee-Sea	\$	0.00		
050138	WLBX Transmission Setup-Seattl	\$	0.00		
151880	SPT Chk Payables Setup Fee	\$	0.00		
300300	Check Payables Setup Standard	\$	0.00		
151870	Check Payables Setup Custom	\$	0.00		
300300	Check Payables Addl Setup Hrs	\$	0.00		
251000	ACH Direct Setup	\$	0.00		
251055	ACH Filter/Block Setup	\$	0.00		
251001	UPIC Setup Fee	\$	0.00		
300320	ACH Remittance Report Setup	\$	0.00		
Total One Time and Annual Service Charges			\$	-	

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

Branch Cash services availability is subject to change based on client processing requirements and branch capacity. Pricing for Branch Cash Services is subject to change when non-standard processing is requested.

Council Agenda Coversheet	Item Number: 5.a. Item Type: Ordinance Subject: Ordinance: Change of Zone from CO to CG at 1826 and 1838 S Washington Street (COZ-2024-0002) Department: Community Planning Permit #: COZ-2024-0002	Date: 1/21/2025 Category: Ordinance Quasi-Judicial
		
<u>Recommendation</u> The Planning Commission recommends that City Council concur with the findings and conclusions contained in the Planning Commission Action Summary for COZ-2024-0002.		
<u>Motion for Consideration</u> Motion to adopt the ordinance as presented.		
<u>Summary</u> Staff reviewed the application and conducted an analysis. Based on the intensity of the permitted uses in CG Zone, as opposed to the CO Zone, and the property's proximity to residential neighborhoods, staff recommended denial of the application to the Planning Commission. The Planning Commission reviewed the record, listened to the staff presentation and took testimony from the applicant and property owner. No additional public testimony was presented at the hearing. After discussing amongst themselves and asking questions of staff, the Planning Commission proposed a motion to approve the amendment. The Planning Commission voted 3 to 1 to recommend approval to City Council.		
<u>Alternatives</u> The alternative is to deny to the Change of Zone or change to a zone less intense than CG such as CC.		
<u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Ordinance 2. Presentation 3. Staff Report 4. Site Map 5. PC Action Summary 6. PC Minutes		

CITY OF KENNEWICK
ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED AT 1826 AND 1838 S. WASHINGTON STREET FROM
COMMERCIAL, OFFICE (CO) TO COMMERCIAL, GENERAL (CG) (COZ
2024-0002, Knutzen Engineering, c/o Paul Knutzen)

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Commercial, Office (CO) to Commercial, General (CG) for the real property described as follows:

Parcel No. 1-1289-1BP-6030-002:

LOT 1

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH 00°38'31" EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH 89°24'19" WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°42'18" WEST FOR 30.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH 00°42'18" WEST FOR 100.00 FEET; THENCE NORTH 89°34'03" EAST FOR 180.00 FEET TO INTERSECT THE EAST LINE OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EASE LINE AND RIGHT OF WAY SOUTH 00°42'18" EAST FOR 72.54 FEET TO THE START OF A 30.00 FOOT RADIUS CURVE (WHOSE RADIUS BEARS SOUTH 89°17'42" WEST); THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 91°17'59" AN ARC LENGTH OF 47.80 FEET SAID POINT OF BEING ON THE NORTH RIGHT OF WAY

LINE OF WEST 19TH AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89°24'19" WEST FOR 149.36 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.42 ACRES EQUALS TO 18,087 SQUARE FEET

Parcel No. 1-12891BP-6030-001:

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH 00°38'31" EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH 89°24'19" WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°42'18" WEST FOR 130.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH 00°42'18" WEST FOR 200.53 FEET TO INTERSECT THE NORTH LINE OF SAID TRACT 1; THENCE ALONG SAID NORTH LINE SOUTH 89°24'59" EAST FOR 180.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EAST LINE AND RIGHT OF WAY, SOUTH 00°42'18" EAST FOR 197.33 FEET THENCE LEAVING SAID EAST LINE AND RIGHT OF WAY SOUTH 89°34'03" WEST FOR 180.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.82 ACRES EQUALS TO 35,807 SQUARE FEET

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of January, 2025, and signed in authentication of its passage this 21st day of January, 2025.

Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL JOHNSTON,
City Clerk

ORDINANCE NO. 25-_____ filed and
recorded in the office of the City Clerk of
the City of Kennewick Washington, this
21st day of January, 2025

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL JOHNSTON,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

City Council Meeting

CHANGE of ZONE COZ-2024-0002

JANUARY 6, 2025



Application Summary

Applicant: Knutzen Engineering, c/o Paul Knutzen

Owner(s): Kenneth and Denise Maurer

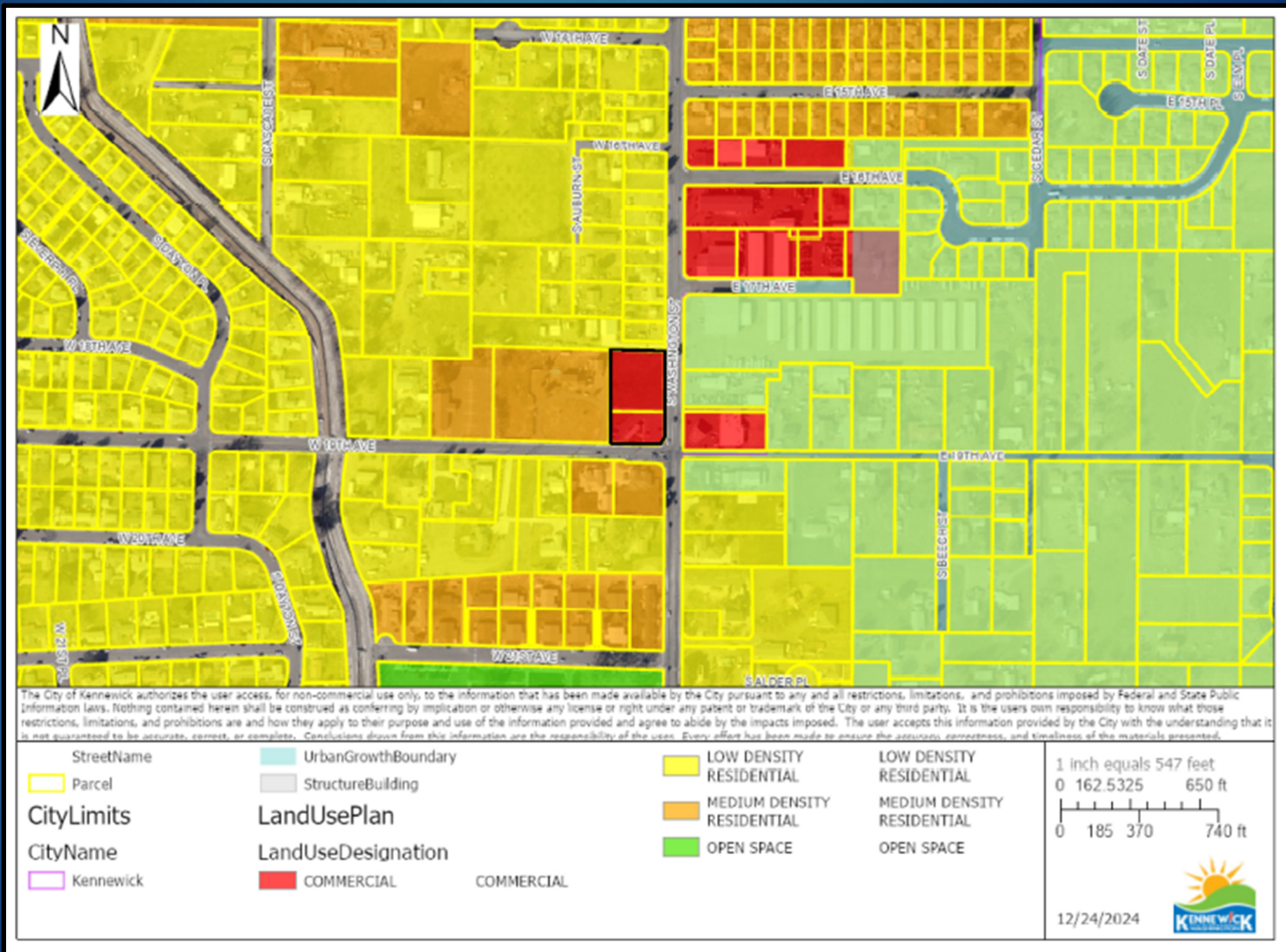
Proposal: Rezone 1.23 acres from Commercial, Office (CO) to Commercial, General (CG).

Comprehensive Plan Designation: Commercial

Location: 1826 and 1838 S Washington Street, it consists of two separate parcels



Land Use Map





Property History

Both properties were annexed into the City in 1979 and the current zoning for both was established in the early 1990s.

At 1838 S Washington, a bank had originally operated in the existing building, currently there is a drive thru coffee business there. 1826 S Washington remains vacant.

Permitted Uses

The CO and CG Zones do permitted similar uses.

The CG Zone permits an additional 37 uses that are more intensive uses.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- ◆ The Planning Commission held a public hearing for the proposed Change of Zone on January 6, 2025.
- ◆ Staff recommended that the proposed amendment be denied.
- ◆ The applicant spoke and the property owner in favor of the proposal .
- ◆ No additional testimony was submitted by the public.
- ◆ The Planning Commission questioned staff on the various uses that are permitted in the CG Zone.

Recommendation

The Planning Commission recommends approval of COZ-2024-0002.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE NO: COZ-2024-0001

Staff Report Date: December 23, 2024

Hearing Date & Location: January 6, 2025

Report Prepared by: Steve Donovan, AICP
Planning Manager

Report Reviewed by: Matt Halitsky, AICP
Senior Planner

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS DENIAL of Change of Zone 2024-0002.

Summary of Proposal: A Change of Zone from Commercial, Office (CO) to Commercial, General (CG) for 1.23 acres.

Proposal Location: Two parcels located at 1826 and 1838 S Washington Street.

Legal Description: See Exhibit 2

Property Owner: The Maurer Company, LLC
1603 W 25th Place
Kennewick, WA 99337

Applicant: Knutzen Engineering
c/o Paul Knutzen
5401 Ridgeline Drive, Unit #160
Kennewick, WA 99338

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	November 6, 2024
Determination of Completeness Issued	November 13, 2024
Notice of Application Posted	November 13, 2024
SEPA Threshold Determination Issued	December 5, 2024
Property Posting Sign for SEPA Determination	December 5, 2024
SEPA Appeal Period	December 19, 2024
Date of Mailed Notice of Public Hearing	December 19, 2024
Property Posting Sign for Public Hearing	December 19, 2024
Date of Published Notice of Public Hearing	December 22, 2024

Exhibits:

1. Staff Report
2. Legal Description
3. Supplemental Questions
4. Vicinity/Site Map
5. Comprehensive Plan Map
6. Zoning Map
7. Notice of Mailing
8. SEPA DNS

Zoning adjacent to the site:

North: Residential, Suburban (RS)

East: Commercial, Neighborhood (CN) and Unincorporated Benton County, Urban Growth Area Residential (UGAR)

South: Residential, Medium (RM)

West: Residential, Medium (RM)

Applicable Goals and Policies of the Comprehensive Plan:

Commercial Goals and Policies:

GOAL 2: Sustain and enhance viable commercial areas.

Policy 1: Encourage a mixture of commercial, office and residential uses within commercial centers to support day and evening activities for all ages.

Policy 2: Encourage compatible commercial activities to concentrate near each other.

GOAL 3: Create a balanced system of commercial facilities reflecting neighborhood, community and regional needs.

Policy 1: Provide commercial areas sized and scaled appropriately for the neighborhood or community.

Policy 2: Enhance compatibility with adjacent residential neighborhoods with landscaping, screening and superior building design.

Policy 3: Provide for Neighborhood Commercial centers in strategic locations to serve surrounding neighborhoods, while minimizing impacts to the surrounding residential uses.

Kennewick Municipal Code Findings:

The following findings shall be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

- a. The proposed amendment conforms with the comprehensive plan; and
Staff Response: *The CG Zone is an implementing zoning district of Commercial Land Use Designation. In regard to intensity of uses, CG is the most intense commercial zone and it permits uses that could have a detrimental impact to the surrounding properties. The CO Zone is the least intense of the two commercial zones in question and is less likely to negatively impacting surrounding properties. Based on the above Comprehensive Plan Commercial Goals and Policies, retaining the site's current zoning of CO, will be in more compliance with the comprehensive plan than changing the zone to CG.*
- b. Promotes the public necessity, convenience and general welfare; and
Staff Response: *The current zoning of CO promotes public necessity, convenience and welfare by retaining a zoning district that is compatible with the surrounding properties. A change of zone to CG will not minimize impacts to surrounding residential uses, as promoted in Goal 3, Policy 3.*
- c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
Staff Response: *The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.*
- d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
Staff Response: *The proposed Change of Zone has the potential to negatively impact the surrounding properties by allowing more intensive uses than what are permitted in CO Zone. The intent of the comprehensive plan and development regulations is to promote health, safety, morals, convenience, comfort, prosperity and the general welfare within the City. No other surrounding properties are zoned CG.*
- e. Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.
Staff Response: *Not applicable to proposal.*

Public Comments:

The public did not submit comments on the proposal.

Agency Comments:

No comments were submitted by outside agencies or departments.

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ-2024-0002) is a request to change the zoning district for 1.23 acres to the CG Zoning District. Pursuant to Table 1 of the Comprehensive Plan, the CG Zoning District is an implementing zoning district of the Commercial Land Use Designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

The site was annexed into the City in 1979 and the current zoning for the site was established in the early 1990's. The CO Zone it is also an implementing zoning district of the Commercial Land Use Designation.

The adjacent properties that are in the city limits are zoned either RS, RM or CN. All three of those districts are less intense and more restrictive than the site's current zoning of CO. Changing the site's zoning will potentially subject the surrounding properties to even more intensive uses.

The adjacent properties that are in Benton County are zoned UGAR and outright permitted uses in that zone are single-family residential, churches and group homes.

On the east side of S Washington Street, within a half mile of the site, there is a waste management operation, a mini-storage, a towing business and various commercial uses. Many of those businesses are considered legal non-conforming, whether they are in the City or in the County.

Once the more intensive uses no longer operate at their current sites, new uses for those site will be subject to the current zoning and only permitted uses will be allowed. The goal of having the CN and CO Zoning Districts at those locations is to have businesses that are more likely to serve the surrounding residential properties for their daily needs.

The adjacent properties that are to the west, north and south of the site are being used for single-family residences and are zoned a RS and RM.

Per KMC 18.03.040(8) and (13), the purpose of CO and CG Zones is as follows:

- (8) CO – The purpose of the CO district is to provide areas for professional and business offices, medical clinics, and research laboratories. The district is primarily intended for non-retail sale commercial uses and restricted retail sale uses in compatible areas as transitions between more intensive uses and other commercial districts and residential districts.
- (13) CG - The purpose of the CG district is to provide areas for heavy commercial use, wholesaling and warehousing, services supporting the primary activities of the other commercial and industrial districts, and uses which are not compatible with retail commercial zoning districts.

The CG Zone allows the following uses that are not permitted in the CO Zone:

- Mini-Storage
- Motels
- Adult Retail
- Automobile Oriented Uses
- Wholesale Bakeries
- Bars and Taverns
- Boat Building and Repair
- Brewpub
- Micro-Breweries
- Casino/Cardroom
- Construction Yards
- Convenience Stores
- Craft Distilleries
- Equipment Rental
- Mini Golf/Driving Range
- Kennels
- Lock and Gunsmiths

- Lumber Yards
- Manufactured Housing Display Areas
- Nursery
- Parking Garages and Lots
- Pawnshop
- Plumbing Shops and Yards
- Radio, Television Broadcast Stations
- Recreational Vehicle Storage
- Second Hand/Consignment Store
- Sign Manufacture, Painting and Maintenance
- Storing of Commercial Vehicles
- Truck Stops
- Vehicle Sales, Incidental Repair and Service
- Vehicle Rental and Leasing
- Vehicle Repair and Service, Body and Fender Shops
- Veterinary Clinic or Hospital
- Vocational School
- Warehousing
- Wholesale
- Wineries Type A and B

Changing the zoning district to CG will allow all of the above use to be permitted on both properties.

Staff's conclusion is that the proposed change of zone does not meet the findings in KMC 18.51.070(2).

Findings:

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The property owners are Kenneth and Denise Maurer, 1603 W 25th Place, Kennewick, WA 99337.
3. The proposed Change of Zone is located at 1826 and 1838 S Washington Street. Parcel Numbers: 1-1289-1BP-6030-002 and 1-1289-1BP-6030-001.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The request is to change the zoning from Commercial, Office (CO) to Commercial, General (CG).
6. The CO and CG are both implementing zones of the Commercial Comprehensive Plan Land Use Map Designation.
7. The application was submitted on November 6, 2024.
8. The application was declared complete, routed for review to City Departments and outside agencies on November 13, 2024.
9. Access to the site is via S Washington Street.
10. The Environmental Determination of Non-Significance, ED-2024-0027, was issued December 5, 2024.

11. The Property Posting sign for the public hearing was posted on site December 19, 2024.
12. Notice of the public hearing for this application was published in the Tri-City Herald on December 22, 2024.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on December 19, 2024.
14. Based on the Comprehensive Plan Commercial Goals and Policies, retaining the site's current zoning of CO, will be in more compliance with the comprehensive plan than changing the zone to CG.
15. The current zoning of CO promotes public necessity, convenience and welfare by retaining a zoning district that is compatible with the surrounding properties.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed Change of Zone has the potential to negatively impact the surrounding properties by allowing more intensive uses than what are permitted in CO Zone. The intent of the comprehensive plan and development regulations is to promote health, safety, morals, convenience, comfort, prosperity and the general welfare within the City. No other surrounding properties are zoned CG.

Conclusions:

1. Both zoning districts implement the Comprehensive Plan Land Use Designation of Commercial.
2. Approval has the potential to result in an increase of adverse environmental impacts; future uses will be subject to environmental regulations.
3. Approval will not implement Commercial Goal 2, Policies 1 and 2; Goal 3, Policies 1, 2 and 3.
4. Approval will not result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone does not comply with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2024-0002 and recommend denial to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2024-0002 and recommend denial of the request to City Council.

Legal Description for Zone Change

Parcel 1-1289-1BP-6030-002:

LOT 1

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH $00^{\circ}38'31''$ EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH $89^{\circ}24'19''$ WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH $00^{\circ}42'18''$ WEST FOR 30.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH $00^{\circ}42'18''$ WEST FOR 100.00 FEET; THENCE NORTH $89^{\circ}34'03''$ EAST FOR 180.00 FEET TO INTERSECT THE EAST LINE OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EAST LINE AND RIGHT OF WAY, SOUTH $00^{\circ}42'18''$ EAST FOR 72.54 FEET TO THE START OF A 30.00 FOOT RADIUS CURVE (WHOSE RADIUS BEARS SOUTH $89^{\circ}17'42''$ WEST); THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $91^{\circ}17'59''$ AN ARC LENGTH OF 47.80 FEET SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF WEST 19TH AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH $89^{\circ}24'19''$ WEST FOR 149.36 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 0.42 ACRES EQUALS TO 18,087 SQUARE FEET

Parcel 1-1289-1BP-6030-001:

LOT 2

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

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CONTAINING 0.82 ACRES EQUALS TO 35,807 SQUARE FEET

Change-of-Zone Supplemental Information

The following questions will be reviewed by both the Planning Commission and City Council as a means of assisting in their consideration of change-of-zone requests. Use additional pages if necessary.

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

See attached

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:

See attached

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

See attached

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

See attached

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

See attached

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

See attached

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:
See attached
8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:
See attached
9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:
See attached
10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:
See attached
11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.
See attached
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:
See attached

GENERAL NARRATIVE

The property in question has remained vacant for years and is developed on all sides although the adjacent parcels are not currently developed to their maximum potential. RM-4 to the immediate west, where a current single family dwelling unit exists on the 2.9 acre parcel. RS to the immediate north comprising of a single double-wide and two pole buildings sitting on 1.2 acres. RM-6 to the south comprised of a single family dwelling unit on a 0.6 acre parcel.

The uses allowed in a CO zone are very restrictive, only allowing for professional and business offices, medical clinics, research laboratories, and non-retail commercial uses or restricted retail sale uses used to transition between other intensive zones.

This location is very unique in that on the other side of Washington Street it is a mix of CN zoning and County. All the commercial land east of Washington is fully developed with various higher intensity uses which would be more appropriate in a City CG zone, such as Waste Management, Pittsburgh Paint, Columbia Cultured Marble, A&E Towing, Tri-Cities Edge Cheer & Athletics, Dynamic Building Solutions, Ron's Food Mart, Gas Station & Laundromat, Budget Mini Storage, and J&D Mini Storage. Considering most of these existing uses are already incompatible with their assigned zone, the Owner wishes to develop the property in a manner that allows an incubator business (Flex Space) to occupy this property. Further, the City of Kennewick does not have a broad based definition for this type of use so the only instances where this type of use can go must be a higher intensity, such as CG or IL.

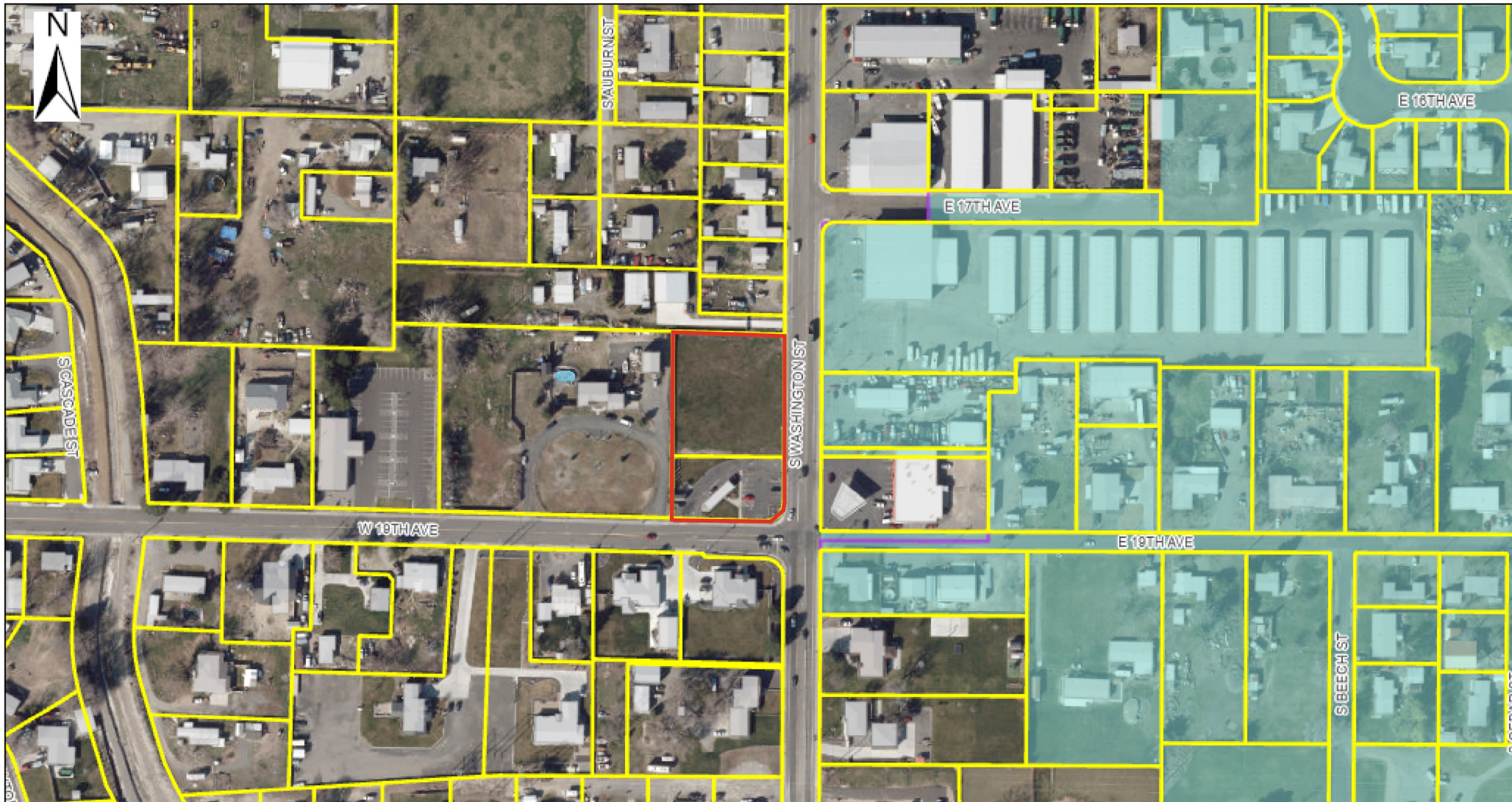
While the Owner acknowledges that the use has the potential to be a higher intensity to surrounding residential neighbors, the development they seek that fits this site is similar to a recently developed property with a CC zone located at 5418 W Hood Ave. The entire parcel would be a building and a parking lot with landscaping that meets commercial design standards, with no outdoor storage is allowable as a CG use.

1. The public will benefit from the adoption of the proposed amendment because of the business opportunities it will generate, allowing area residences to not have to travel as far to obtain the services or goods they desire in addition to providing jobs that could potentially employ the residents as well.
2. There are no properties of the same zoning intensity available for sale within ½ mile or 1 mile.
3. Review the narrative. There are numerous uses nearby in both City CN zoned land and County land which are all existing uses and a higher intensity of zoning and while several are compatible with the existing zoning, many are not.
4. Review the narrative. There are numerous parcels which are not within the City yet which are a higher intensity commercial use that would be appropriate for a CG designation and several businesses too which are in the CN designation which would also be more appropriate to be CG as well.

5. While the amendment creates a small isolated district of CG in this area, it is adjacent to other surrounding more intensive commercial uses within the City and existing County uses which would be better suited to be CG as well if located within the City. This applicant cannot compel the other land owners to request a zone change together with his at this time which does result in this small pocket of CG zoning. Presumably, if redevelopment of those properties were pursued, a zone change could also be applied for those parcels at time of redevelopment.
6. Yes, the current zone prohibits reasonable use of the property. This property has sat vacant for years and ever since the Trios Hospital has moved to the Southridge area 15 years ago, the nearby medical and professional offices have moved as well while some of those buildings continue to sit vacant. This part of Kennewick is known as a more rural type character & feel and it's not unusual to see several nearby lots that appear to have compounds for car storage, all of which are non-comptaible uses. Allowing a use of CG here, would allow the Owner to bring in his "Flex Space" type of project to this more depressed area of the City.
7. It is unlikley the project will adversely affect the nearby residential properties. Washington is a primary arterial and the business would have access to that street, some residential already takes access on that street immediately to the north so clearly some more trips would added to the roadway network, but they would be limited to the primary arterials that access this business. The building and site development (due to its small lot size) would be complementary to the residential neighbors and serve as a good buffer.
8. Property values in the vicinity should increase due to the proposed amendment since the investment in the new building may increase the desirability of this area, not being a vacant lot with weeds.
9. The approval of this proposed amendment will not set a precedent for other similar proposals or uses. The majority of the properties in the immediate vicinity are already developed and not in accordance to the zone that they are designated in. If the proposed parcels change to a CG zoning, this will set a precedent for the adjacent properties to follow suit at time of their redevelopment.
10. The proposed amendment will immediately allow our Owner to invest in his new "Flex Space" project on the limited footprint. It should also encourage more private investment if nearby business owners feel obligated to raise the exterior profile of their own businesses, being adjacent to this new development. This is a deteriorated area and this project will improve that.
11. The proposed amendment will help combat economic segregation and allow for greater choices in the market, since having vacant, undeveloped property doesn't do anyone any good. Most construction in town for this type of use is centered in the surrounding Vista Field area so opening this opportunity up to an east Kennewick development will

help improve this area, offering the residents more commercial opportunities to not have to travel to other parts of town for business choices.

12. The proposed amendment will slightly increase traffic patterns but those would be limited to the existing primary arterial, Washington Street. Based on the size of a maximum development on this lot, no safety concerns would be raised related to traffic.



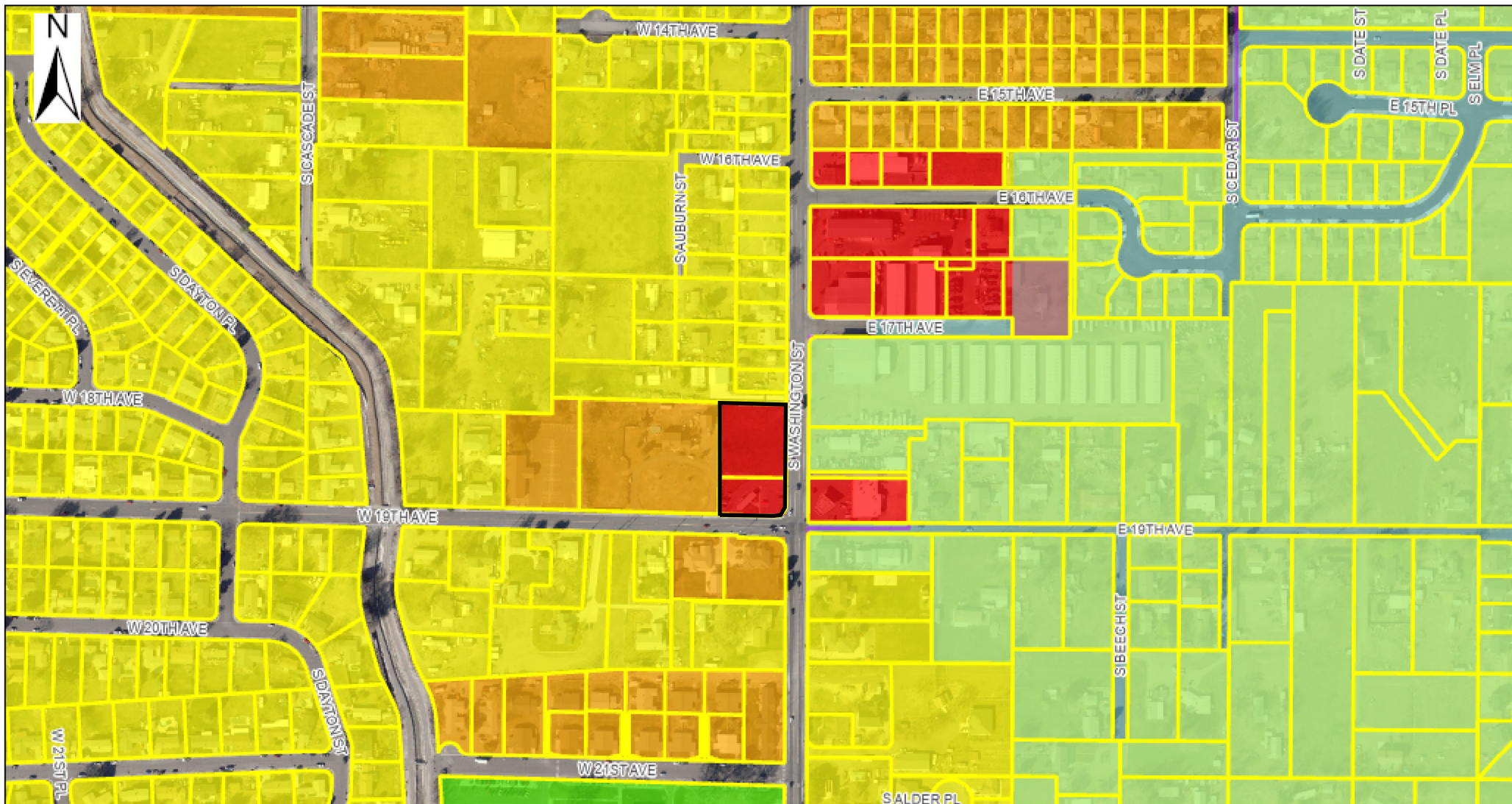
The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.

StreetName	CityLimits	UrbanGrowthBoundary
Parcel	CityName	StructureBuilding
	Kennewick	Parcel Zoning Label

1 inch equals 328 feet
 0 95 190 380 ft
 0 110 220 440 ft

12/24/2024





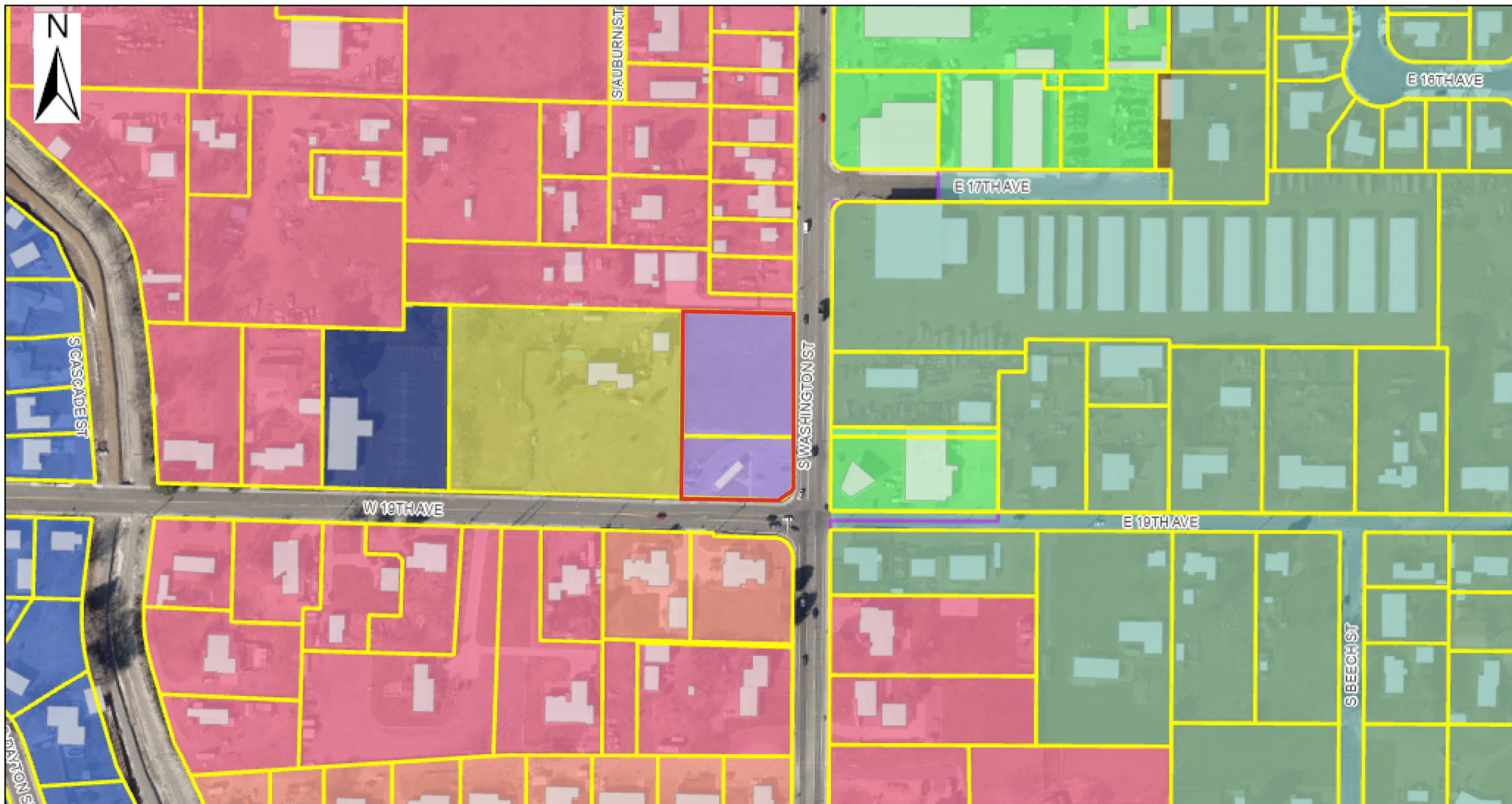
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StreetName	UrbanGrowthBoundary	LOW DENSITY RESIDENTIAL	LOW DENSITY RESIDENTIAL
Parcel	StructureBuilding	MEDIUM DENSITY RESIDENTIAL	MEDIUM DENSITY RESIDENTIAL
CityLimits	LandUsePlan	OPEN SPACE	OPEN SPACE
CityName	LandUseDesignation		
Kennewick	COMMERCIAL	COMMERCIAL	

1 inch equals 547 feet
 0 162.5325 650 ft
 0 185 370 740 ft

12/24/2024





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StreetName

Parcel

CityLimits

CityName

Kennewick

UrbanGrowthBoundary

StructureBuilding

Parcel Zoning

Zoning

CN

CO

COUNTY

CN

CO

COUNTY

RL

RM-4

RM-6

RM-6-1

RS

Parcel Zoning Label

RL

RM-4

RM-6

RM-6-1

RS

1 inch equals 328 feet

0 95 190 380 ft

0 110 220 440 ft

12/24/2024





NOTICE OF MAILING

I, Steve Donovan, on 11/19, 2024
mailed 22 copies of NPH
for COZ-2024-0002
to surrounding properties within 300 feet
as shown on the attached list.


Signature

37
THE MAURER COMPANY LLC
1603 W 25th PL
KENNEWICK WA 99337

37
MAGELSEN, LINDA
45205 S FREEMONT RD
KENNEWICK WA 99336

37
BUDGET MINI PACHECO LLC
1701 S WASHINGTON STREET #4
KENNEWICK WA 99337

37
MCINTURFF, MICHAEL & JUDITH
1708 S WASHINGTON ST
KENNEWICK WA 99337

37
VOGTMAN VERNON V & HEATHER A
20 W 19TH AVE
KENNEWICK WA 99337

37
DALRYMPLE ROBERT JAMES
1751 S CASCADE ST
KENNEWICK WA 99337

37
TORRES RODRIGUEZ ROSALIO
1709 S AUBURN STREET
KENNEWICK WA 99337

37
ELLER RONALD L & DEBRA K
6600 W 20TH AVE
KENNEWICK WA 99338

37
LUCERO ALEX
1827 S WASHINGTON ST
KENNEWICK WA 99337

37
ELLER RONALD L & DEBRA K
6600 W 20TH AVE
KENNEWICK WA 99338

37
VALDOVINOS JULIO ABARCA
1702 S WASHINGTON ST
KENNEWICK WA 99337

37
ROBLEDO NORMA C & SAUL G
7 W 19TH AVE
KENNEWICK WA 99337

37
JOHNSTON RICK & KAREN
11 W 19TH AVE
KENNEWICK WA 99337

37
KEEL HEATHER MICHELE
1704 S AUBURN ST
KENNEWICK WA 99337

37
ZARATE MARY E
1701 S AUBURN ST
KENNEWICK WA 99337

37
DUNLAP PENNY C/O MIKE POPE
400 E 19TH AVE
KENNEWICK WA 99337

37
SHORES DOROTHY C
15 W 19TH AVE
KENNEWICK WA 99337

37
REAVISSR MARK & TERRAL
4 E 19TH AVE
KENNEWICK WA 99337

37
CHUNG JAYME
1612 S CASCADE ST
KENNEWICK WA 99337

37
DENO TRUSTEE DONALD
1539 RIMROCK AVE
RICHLAND WA 99352

37
LAW KEVIN W & JANENE R
1905 S WASHINGTON ST
KENNEWICK WA 99337

37
GARCIA SELENE CITLALI
23 W 19TH
KENNEWICK WA 99337

KENNEWICK PLANNING COMMISSION**NOTICE OF PUBLIC HEARING****January 6, 2025 6:30 p.m.**

The Kennewick Planning Commission will hold a Public Hearing for the below application, at City Hall Council Chambers, 210 W 6th Avenue on Monday, January 6, 2025, at 6:30 p.m. or as soon as possible thereafter. Staff will be presenting analysis and the Planning Commission will make a recommendation to the City Council. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate in the hearing virtually, use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Application# COZ-2024-0002 – A Change of Zone for 1.23 acres from Commercial, Office (CO) to Commercial, General (CG). The proposal consist of two parcels locate at 1826 and 1838 S Washington Street. **See site map on back.**

For questions about this proposal, please call Steve Donovan (509) 585-4361. Send written comments to Steve Donovan, at Steve.Donovan@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or through the Washington Relay Service Center TTY by dialing 711, at least ten days prior to the date of the meeting to make arrangements for special needs.



DR ELYS COLONY

S WASHINGTON ST

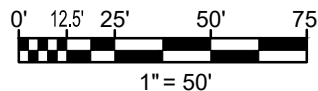
W 19TH AVE

PARCEL 1-12289-1BP-6030-002
(0.82 AC) TO CHANGE FROM
COMMERCIAL OFFICE (CO)
TO COMMERCIAL GENERAL (CG)

SHORT PLAT #229

PARCEL 1-12289-1BP-6030-001
(0.42 AC) TO CHANGE FROM
COMMERCIAL OFFICE (CO)
TO COMMERCIAL GENERAL (CG)

NOT FOR CONSTRUCTION





**KNUTZEN
ENGINEERING**
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

CADFILE: 24082ZC01

KEN MAURER
ZONE CHANGE EXHIBIT
1826 S WASHINGTON ST

DESIGN	BTK
APPD	PTK
DATE	11/6/24
NO.	ZC01



**CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE**

FILE/PROJECT NUMBER: ED-2024-0027

DESCRIPTION OF PROPOSAL: A Change of Zone for 1.24 acres from Commercial, Office (CO) to Commercial, General (CG).

PROPOSER: Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 1838 S Washington Street (1-1289-1BP-6030-001) and 1826 S Washington Street (1-1289-1BP-6030-002)

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- ☒ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- ☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4386

☐ Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- ☒ No conditions.
- ☐ See attached condition(s).

Date: December 5, 2024

Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued (12/4/24), no later than **4:30 p.m. on December 18, 2024**. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED-2024-0027 File



DR ELYS COLONY

S WASHINGTON ST

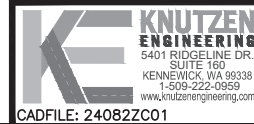
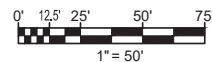
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(0.42 AC) TO CHANGE FROM
COMMERCIAL OFFICE (CO)
TO COMMERCIAL GENERAL (CG)

NOT FOR CONSTRUCTION



KEN MAURER
ZONE CHANGE EXHIBIT
1826 S WASHINGTON ST

DESIGN	BTK
APPD	PTK
DATE	11/6/24
NO.	ZC01

Planning Commission Action Summary
COZ-2024-0002 – Knutzen Engineering, c/o Paul Knutzen

The Kennewick Planning Commission conducted a public hearing on January 6, 2025. All interested parties were notified to come before the commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Change of Zone, and provided direction to staff in developing findings and conclusions that support COZ-2024-0002 and recommends to City Council approval of the proposed Change of Zone..

Findings of Fact

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The property owners are Kenneth and Denise Maurer, 1603 W 25th Place, Kennewick, WA 99337.
3. The proposed Change of Zone is located at 1826 and 1838 S Washington Street. Parcel Numbers: 1-1289-1BP-6030-002 and 1-1289-1BP-6030-001.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The request is to change the zoning from Commercial, Office (CO) to Commercial, General (CG).
6. The CG zone is an implementing zone of the Commercial Comprehensive Plan Land Use Map Designation.
7. The application was submitted on November 6, 2024.
8. The application was declared complete, routed for review to City Departments and outside agencies on November 13, 2024.
9. Access to the site is via S Washington Street.
10. The Environmental Determination of Non-Significance, ED-2024-0027, was issued December 5, 2024.
11. The Property Posting sign for the public hearing was posted on site December 19, 2024.
12. Notice of the public hearing for this application was published in the Tri-City Herald on December 22, 2024.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on December 19, 2024.
14. The CG Zone is an implementing zone of Commercial Land Use Designation, the proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare by promoting Commercial Goal 2.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Commercial.
2. It is unknown if approval will result in an increase of adverse environmental impacts; future uses will be subject to environmental regulations.
3. Approval will implement Commercial Goal 2 and Goal 3.
4. Approval will result in the promotion of general welfare, resulting from economic development.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

The motion to approve was moved by Commissioner Short and seconded by Commissioner Gregory. The motion passed unanimously, with Commissioners Gregory, Griffith, Short, and Hempstead, all in favor.

KENNEWICK PLANNING COMMISSION
January 6, 2025
MEETING MINUTES

1. CALL TO ORDER

Commissioner Hempstead called the meeting to order at 6:35 p.m.

Commissioner Hempstead led the Pledge of Allegiance.

Community Planning Administrative Assistant Melinda Didier called the roll and found the following present:

PRESENT: Commissioners James Hempstead, Nikki Griffith, Tina Gregory, Ken Short (*All in person*).

ABSENT: Vice Chairman Thomas Helgeson.

STAFF: Anthony Muai, AICP Planning Director; Steve Donovan, AICP Development Services Manager; Melinda Didier, Community Planning Administrative Assistant.

Four commissioners were present at the 6:35 p.m. start of meeting, with Vice Chairman Helgeson absent, and two positions are vacant; Ms. Didier declared a quorum was established.

Commissioner Griffith moved to Excuse Vice Chairman Helgeson's absence; Commissioner Short seconded the motion. Motion passed on a unanimous roll call vote.

2. CONSENT AGENDA

- a. Approval of the minutes dated December 2, 2024.
- b. Approval of the agenda.
- c. Motion to enter Staff Report(s) into the Record.

MOTION: Commissioner Gregory moved to approve the Consent Agenda; Commissioner Griffith seconded the motion.

DISCUSSION: None.

VOTE: The motion passed on a unanimous roll call vote.

3. PUBLIC HEARINGS:

Commissioner Hempstead made the following statement:

"Good evening and welcome to the January 6, 2025 Kennewick Planning Commission meeting.

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one, three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearings shall be as follows:

1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
2. The Applicant or Applicant's Representative(s) Presentation;
3. Testimony in Favor of the Request;
4. Testimony Either Neutral or Against the Request;
5. Final Applicant Comments;
6. Final Staff Comments;
7. Close the public hearing and discuss the request."

A. CHANGE OF ZONE (COZ) #2024-0002:

Commissioner Hempstead opened the public hearing at 6:40 pm for Change of Zone (COZ) #2024-0002, proposing to change the zoning designation for two parcels of approximately 1.23 acres located at 1826 & 1838 S. Washington Street from Commercial, Office (CO) to Commercial, General (CG). Applicant – Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Property owner – The Maurer Company, LLC, 1603 W. 25th Place, Kennewick, WA 99337.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation for denial of COZ-2024-0002 to City Council.

Planning Commission asked clarifying questions of staff: Were there any comments received regarding the zone change; would denser residential be better suited; how long has the parcel to the north been vacant; is there any plan by the City to annex the area to the east on Washington Street; does this neighborhood fit the bill for new commercial development; how does this change affect the area negatively; could the applicant declare the use that it wants to develop and ask for a variance.

2. Testimony of Applicant/Applicant's Representative: Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Mr. Knutzen testified he is originally from this area and this parcel area has been vacant for as a long time; residential isn't an option now due to Comp Plan Amendments not accepted until March 2027; the owner has a similar development on Hood Ave/Edison St. area; although it is a large jump from CO to CG, CG allows for flexibility since the City doesn't have a flex zoning designation; the project will be a flex type building. Mr. Knutzen requested Planning Commission recommendation of approval to City Council for this zone change.
3. Testimony in Favor of the Request: Property Owner Ken Maurer, 1603 W. 25th Place, Kennewick, WA 99337. Mr. Maurer lifetime Kennewick resident, the lot/parcel has been vacant for a long time; wants opportunity to develop property and area into something nice.
4. Testimony Neutral/Against the Request: None

5. Testimony of Those Registered on Virtual Format: None
6. Staff Final Comments: None
7. Public Testimony Closed at 7:02 p.m.
8. Planning Commission Questions of Staff: Does current use conform to CO zoning; is staff concern the potential of types of commercial uses allowed in CG zone;

MOTION: Commissioner Short moved to submit findings of support based on value for City development and applicant benefit for COZ-2024-0002 and recommend City Council APPROVE the request. Commissioner Gregory seconded the motion.

DISCUSSION: Mr. Muai and Planning Staff will draft and submit findings to submit to City Council with Planning Commission support.

The motion passed 3-1 on a roll call vote; Commissioners Gregory, Short and Hempstead in favor, Commissioner Griffith opposed.

4. VISITORS NOT ON AGENDA:

- a. None

5. OLD BUSINESS:

- a. City Council Action Updates – None

6. NEW BUSINESS:

- a. Ben Franklin Transit Long Range Transit Plan Presentation – Gabe Martin

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS/STAFF: None

ADJOURNMENT: The meeting concluded at 7:34 p.m.

Council Agenda Coversheet 	Item Number: 6.a. Date: 1/21/2025 Item Type: Public Hearing Subject: CDBG: 2025-2029 Tri-Cities Consolidated Plan & 2025 Annual Action Plan Department: Community Planning	Category: Public Mtg / Hrg
<u>Recommendation</u> Staff recommends the approval of the 2025-2029 Tri-Cities Consolidated Plan & 2025 Annual Action Plan. <u>Motion for Consideration</u> Motion to approve the 2025-2029 Tri-Cities Consolidated Plan & 2025 Annual Action Plan. <u>Summary</u> As an entitlement City, Kennewick has the opportunity to receive an annual allocation of Community Development Block Grant (CDBG) funds. As a participant in the HOME Consortium with the Cities of Richland and Pasco, the City also has access to HOME Investment Partnerships Program (HOME) funds. As an entitlement and Consortium member, the City is required by HUD to have in place a Five-Year Consolidated Plan which includes the identification of needs and establishes goals, objectives, and strategies to address the priority needs of lower income persons. The local participation jurisdictions work from a five-year Consolidated Plan as well as an Annual Action Plan. The present five-year Consolidated Plan expired on December 31, 2024. Over the past 6 months, City staff have been working with Richland and Pasco as well as the HOME Consortium consultants, Cloudburst Consulting Group, to carry out the very public process. City staff and the consultant reviewed the results of needs assessments, conducted community meetings and focus groups, gathered citizen and local organization input, and requested public comment. As a result of the planning process, community priority needs and objectives were identified, showing the highest needs within the community. These strategies and objectives will help guide how HUD funds are allocated within the community over the next five years. The amount of the 2025 grant has not yet been established, but historical indications are that the block grant will be approximately \$550,000. The public comment period began August 2, 2024 (to gather community input and also allow for applications to be submitted) and closed September 13, 2024. The Committee held a public hearing on October 23, 2024 to review applications and conduct oral presentations/interviews with all applicants. The Committee and staff considered the objectives of the 2020-2024 Consolidated Plan along with HUD's mission to service low-to-moderate income persons as they established the recommendation for the 2025 program year. The decision to fund a project was also based on any past experience with the applicant, their ability to obtain funding elsewhere, and the benefit to Kennewick's low and moderate-income residents. <u>Alternatives</u> Return to HOME Consortium consultant and CDBG Committee for further consideration. <u>Fiscal Impact</u> The Consolidated Plan has been funded by the HOME Consortium's annual grant provided by HUD. The proposed projects in the Annual Action Plan are being funded by the City's annual CDBG grant provided by HUD.		
<u>Attachments:</u> 1. Plan		

2025-2029 Consolidated Plan

Kennewick, WA

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EXECUTIVE SUMMARY

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Kennewick is an entitlement community within the Tri-Cities HOME Investment Partnerships Program (HOME) Consortium (“Tri-Cities” or “the Consortium”). The cities of Pasco and Richland are also members of the Tri-Cities HOME Consortium. Each year, the Consortium receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to support affordable housing and community development programs that primarily benefit low- and moderate-income people. The Consortium, led by Richland, coordinates investment for HOME. Each of the three cities receive a separate allocation of Community Development Block Grant (CDBG) funds.

In order to receive this funding, Kennewick develops a Consolidated Plan every five years in conjunction with Richland and Pasco to outline the jurisdiction’s funding strategy over the next five fiscal years. The Consolidated Plan incorporates information gathered through data analysis and consultation with a range of voices in the community—including Tri-Cities residents, low- and moderate-income people, and organizations that work with or have specific knowledge of needs facing low- and moderate-income communities—to identify Kennewick’s current housing and community development needs and outline the specific goals and expected outcome for the use of CDBG funds.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Kennewick anticipates receiving the following annual grant amount over the five-year period of the Consolidated Plan for program years 2025–2029.

- CDBG: \$550,000.

The Tri-Cities Consortium collaborated to develop goals during the Consolidated Planning process. Kennewick intends to use CDBG funds to further the three primary goals outlined in the Consortium’s Consolidated Plan:

Goals	Description
1	Affordable Housing —Kennewick will work to preserve and expand the supply of affordable housing by funding activities such as homeowner and rental rehab.
2	Community and Economic Development —Kennewick will support investments in low-income communities to ensure access to thriving, connected, and inclusive communities by funding activities such as public facility rehabilitation, community development, infrastructure improvements, façade improvements, and other non-housing public services.
3	Public Services —Kennewick will support individuals and families by investing in housing and supportive services to increase self-sufficiency and wellbeing among low and moderate-income households in Kennewick.

The Strategic Plan section of the Consolidated Plan provides more information on Kennewick’s goals, objectives, and specific strategies designed to make progress toward those goals.

3. Evaluation of past performance

Kennewick has made significant steps towards accomplishing the goals outlined in the previous Consolidated Plan and Annual Action Plan. There continues to be strong relationships among community partners in implementing projects and building capacity. Listed below are the accomplishments made towards Kennewick's 2020–2024 goals as listed in the 2023 Consolidated Annual Performance and Evaluation Report and the percentage of the goal that has been completed.

- CDBG funds assisted 5,750 persons with public service activities (homeless intervention and public services) other than low-/moderate-income housing benefit (60.33%).
- CDBG funds assisted 64 persons with overnight shelter (n/a).
- CDBG funds assisted 16 persons with public facility or infrastructure activities for low-/moderate-income housing benefit (20%).
- CDBG funds assisted 27,549 persons with public facility or infrastructure activities (community, neighborhood, and economic development) other than low-/moderate-income housing benefit (157.42%).
- CDBG funds assisted 127 persons with public facility or infrastructure activities (homeless intervention and public services) other than low-/moderate-income housing benefit (n/a).

4. Summary of citizen participation process and consultation process

Kennewick followed the requirements for citizen participation outlined in the Tri-Cities Consortium Citizen Participation Plan, which requires cities to hold two public hearings regarding the use of CDBG funds and hold a 30-day public comment period upon publishing the draft. Kennewick held one public hearing on October 23, 2024, and will hold an additional hearing during the public comment period, which will occur from December 16, 2024 to January 16, 2025.

In addition to the citizen participation process, the Consortium consulted with stakeholders and partners from agencies, organizations, and other groups that work directly with or have knowledge of the needs of low- and moderate-income people in the Tri-Cities. The Consortium distributed an online stakeholder survey and conducted eight consultation sessions on the topics of:

- Continuum of Care (CoC) and Homeless Services
- Public and Human Services
- Youth Services
- Special Needs Populations
- Public Housing Authorities (PHA) and Affordable Housing
- Economic Development
- Fair Housing
- Public Works

Between the stakeholder consultation sessions and online survey, the Consortium gathered input from 47 unique organizations in the development of the Consolidated Plan.

5. Summary of public comments

Kennewick did not receive comments during the public hearing held on October 23, 2024. Kennewick will update this section of the Consolidated Plan following the end of the written public comment period and second public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

Kennewick did not receive comments during the public hearing held on October 23, 2024. Kennewick will update this section of the Consolidated Plan following the end of the written public comment period and second public hearing.

7. Summary

The Consolidated Plan provides an overview of housing and community development needs in the Tri-Cities. Below are the key takeaways synthesized from the data analysis and outreach process.

Housing Need, Condition, and Availability

- There has been a significant jump in affordable housing needs for every population in the past two years.
- Elderly households, renter households, extremely low-income households, certain racial groups (including African American and Asian households, and households), in Pasco and Kennewick are more affected by housing problems than other community residents.
- A variety of factors, including mental health and substance use disorder needs, compound with housing problems to exacerbate housing instability. There is a need for mental health and substance use disorder supportive services to accompany housing services.
- Low vacancy rates and a limited supply of naturally affordable and accessible housing and assisted units create a need for new developments and rehabilitation of existing units.
- With a large portion of Consortium households living in a unit built prior to 1980, there is a need to inspect and possibly rehabilitate units with structural or health concerns.
- Low- and moderate-income households tend to live in older, more naturally affordable units, which puts them at a greater risk of housing problems.

Public Housing

- Public housing and voucher programs have low turnover of units and long wait lists, leaving many residents unserved by these programs.
- Voucher recipients often face additional barriers to obtaining housing, such as stringent inspection criteria on Section 8 units. Persons with physical disabilities have significant challenges finding accessible units.

- A sizable percentage of public housing residents and voucher recipients live in households with either a person with a disability or a senior, which indicates a need for more accessible housing units.
- There is an identified need to continue the maintenance and rehabilitation of public housing units in need of repair.

Homelessness, Supportive Services, and Shelter Facilities

- The housing and supportive service needs of households experiencing homelessness is greater than what can be provided with current resources in the Tri-Cities.
- Unsheltered homelessness increased in the community from 2022 to 2023, indicating a need for more housing and supportive services for that population.
- The current shelter capacity and resources are not sufficient to meet the needs of the community.
- There is a lack of transitional housing, shelters for specific populations, and low-barrier options observed by service providers.
- Stakeholders note that even with these services, they are seeing an increased demand for housing and supportive services that oftentimes outpaces provider capacity.
- There is a need for more mental health and substance use disorder services.

Non-Housing Community Development Needs

- Community members desire increased maintenance and new developments of community centers and recreation facilities.
- Street and sidewalk enhancements, particularly to improve connectivity and accessibility for pedestrians, are an identified need for community members and stakeholders.

Economic Development

- There exist notable barriers for residents in the workforce to obtain and maintain employment, such as a lack of affordable housing and childcare costs.
- Increasing connectivity, to both transportation and job networks, will help qualified candidates obtain and maintain employment.
- The business and workforce community in the Tri-Cities is still feeling the effects of the COVID-19 pandemic.

Broadband

- While broadband availability has increased in the past five years, there still exists digital equity gaps among vulnerable groups, including seniors and people living with a disability.

Natural Hazards

- The Tri-Cities maintain a moderate risk of flooding, drought, and wildfires. However, the effects of natural hazards are amplified among low- and moderate-income populations, who often have limited resources to flee dangerous conditions and recover quickly from severe weather events.

THE PROCESS

The Process consists of three sections:

- Lead & Responsible Agencies
- Consultation
- Citizen Participation

Together, these sections describe the nature and results of outreach efforts conducted during the development of the Consolidated Plan.

PR-05 Lead & Responsible Agencies - 91.200(b)

The PR-05 Lead & Responsible Agencies section of the Consolidated Plan identifies the agencies overseeing the development of the Consolidated Plan.

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Table 1— Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Coordinator	Kennewick	Planning Department

Narrative

As the lead entity for the Consortium, the City of Richland's Development Services Department led the development of the Consortium Consolidated Plan, which outlines the city's strategy for its CDBG allocation and the Consortium's HOME allocation for the next five years. The City of Kennewick, as an entitlement community, supported the development of the Consortium Consolidated Plan and the administration of the HOME program and developed this Consolidated Plan regarding the administration of CDBG funds.

Consolidated Plan Public Contact Information

City	Contact Information
Kennewick	Kylie Peel Community Development Coordinator Kylie.Peel@ci.kennewick.wa.us (509) 585-4432

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

Introduction

The PR-10 Consultation section of the Consolidated Plan summarizes the consultation process for the development of the Consolidated Plan.

The Tri-Cities Consortium routinely coordinates with partner agencies and organizations in the administration, implementation, and evaluation of each City's CDBG programs to meet Consolidated Plan goals and objectives. In the development of the 2025–2029 Consolidated Plan, the three cities sought input from partners and stakeholders through consultation sessions and an online stakeholder survey.

Community engagement included six hybrid consultation sessions (hosted on September 5 and 6) and two virtual consultation sessions (hosted on September 10 and 11). Listed below are the topics of each consultation session, which were well attended by community partners and agencies:

- CoC and Homeless Services
- Public and Human Services
- Youth Services
- Special Needs Populations
- PHA and Affordable Housing
- Economic Development
- Fair Housing
- Public Works

The online community survey through SurveyMonkey was open from August 15, 2024, to September 20, 2024. In that time, 27 stakeholders responded to the survey. The survey asked respondents to identify, rank, and provide commentary on community needs on the following topic areas:

- Affordable Housing
- Housing and Supportive Services
- Public Facilities and Infrastructure
- Human Services
- Fair Housing

Between both methods of outreach, the Tri-Cities Consortium consulted with 47 unique organizations. Listed below are common themes stakeholders expressed across consultation sessions and survey results:

- Housing issues, including unaffordability and lack of available units, have worsened significantly since the previous Consolidated Planning process.
- Many available units are not accessible to people with physical disabilities or do not meet Section 8 inspection criteria, further limiting housing options.

- The demand for housing and supportive services, particularly mental health and substance use disorder services, is greater than the current capacity of service providers.
- Lack of connectivity, especially in rural areas of the Consortium exacerbates inequalities, particularly in hindering residents from obtaining and maintaining employment.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Tri-Cities staff work with a variety of nonprofit and governmental agencies during the planning, project proposal, and implementation stages of the programs. Kennewick is responsible for all functions of its CDBG program. A primary strength of the Tri-Cities Consortium is the close working relationship between the cities and the departments charged with administering the HUD programs. In turn, agencies such as Benton Franklin Community Action Connections, Tri-Cities Development Council (TRIDEC), the Benton Franklin CoC, Benton Franklin Council of Governments, and several nonprofit agencies work in all three cities, improving the effectiveness of coordination and efficiencies. The fact that the three cities are in close proximity, with common issues and opportunities, provides a basis for cooperation and shared understanding.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Benton Franklin CoC (which is part of the Washington Balance of State [BoS] Continuum), managed by the Benton & Franklin Counties Department of Human Services is the lead entity responsible for coordinating the homelessness response system in the Tri-Cities. Each of the three cities has voting membership within the CoC and collaborated with the CoC in drafting the Benton & Franklin Counties Five Year Plan to End Homelessness (2020–2025). The plan includes the following principles intended to promote coordination across community partners and work to reduce homelessness in the community.

- Efficacy—Increase the efficacy of existing housing and service system through coordination, collaboration, and communication between agencies to benefit the homeless population.
- Flexibility—Emphasize the ability of housing and services strategies to easily adapt to emerging trends and needs, both in the homeless population and in the housing market.
- Sustainability—Implement strategic distribution of available funding streams and identify and pursue additional funding sources.
- Innovation—Incorporate best practices, new research, and case studies.
- Awareness—Ensure that the community, through education and outreach, is a place where all are accepted and build public and political will to focus on the problem.
- Accountability—Define success and collect accurate data about the problem and solutions while continually evaluating the system.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The Benton & Franklin Counties Department of Human Services (CoC) is an active member of the Washington BoS Continuum (WA-501). The Emergency Solutions Grant (ESG) funds made available to the Tri-Cities are allocated from the Washington BoS. The ESG program coordination is conducted through the BoS Steering Committee on a policy level and through the Department of Commerce for administrative procedures. The Department of Commerce also staffs the Homeless Management Information System (HMIS) which is essentially statewide. While staff at the local nonprofit and county CoC level enter data in the HMIS, they also maintain the data and prepare periodic reports on program outcomes, which are readily accessible to the Tri-Cities Consortium. At least once a year, the Department of Commerce consults with all ESG stakeholders to review performance standards and obtain their input on fund allocation proposals, policy plans and administrative procedures.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 lists all the agencies and organizations that provided input in the development of the Consolidated Plan. The Consortium sought input from all the required organization types for the Consolidated Plan through consultation sessions and an online stakeholder survey. Overall, the Consortium gathered input from 47 unique organizations.

Table 2—Agencies, Groups, and Organizations that Participated

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
1	Snipes H3	Housing Services—Children Services—Education Services—Employment	Housing Needs Assessment Non-Homeless Special Needs Market Analysis	Consultation	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
2	Richland School District	Services—Education	Housing Needs Assessment Homeless Needs— Families with Children	Consultation	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
3	Kennewick School District	Services—Education	Housing Needs Assessment Homeless Needs— Families with Children	Consultation	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
4	Fourth Dimension Living	Other – Business Entity	Housing Needs Assessment Homelessness Strategy	Consultation	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
5	Benton Franklin Health District	Services—Health Health Agency	Housing Needs Assessment Homelessness Strategy	Consultation	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
6	Greater Health Now	Services—Health	Housing Needs Assessment	Consultation	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
7	Senior Life Resources Northwest	Services—Elderly Persons Services—Persons with Disabilities	Housing Needs Assessment Non-Homeless Special Needs	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
8	Domestic Violence Services of Benton and Franklin Counties	Housing Services—Victims of Domestic Violence	Housing Needs Assessment Non-Homeless Special Needs	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
9	Supportive Services for Veterans (Blue Mountain Action Council)	Housing Other—Services—Veterans Services—Homeless	Homelessness Needs— Veterans Non-Homeless Special Needs Homelessness Strategy	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
10	Benton County Human Services	Other Government—County	Housing Need Assessment Homelessness Needs— Veterans Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
11	Tri-Cities Chaplaincy	Other—Religious Organization	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
12	OIC of Washington	Other—Services—Veterans Services—Homeless	Housing Need Assessment Homelessness Needs— Veterans Non-Homeless Special Needs	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
13	Washington State 211	Services—Homeless Services—Health Services—Education Services—Employment	Housing Need Assessment Homelessness Strategy	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
14	Lutheran Community Services	Housing Services—Children Services—Elderly Persons	Housing Need Assessment Non-Homeless Special Needs	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
15	Washington Monitoring	Services—Employment Other—Services—Veterans Housing	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
16	Sent to Serve	Housing Services-Homeless	Homelessness Strategy Homeless Needs— Families with Children Homeless Needs— Chronically Homeless	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
17	Habitat for Humanity	Housing	Housing Need Assessment Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
18	Benton Franklin Community Action Connection	Services—Homeless Housing	Housing Need Assessment Homeless Needs— Chronically Homeless Homeless Needs— Families with Children Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
19	Benton Franklin Council of Governments	Regional Organization	Non-Housing Community Development Strategy Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
20	Tri-Cities Regional Chamber of Commerce	Business Leaders Regional Organization	Non-Housing Community Development Strategy Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
21	Tri-Cities Regional Chamber of Commerce	Regional Organization Planning Organization	Non-Housing Community Development Strategy Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
22	Visit Tri-Cities	Regional Organization Planning Organization	Non-Housing Community Development Strategy Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
23	Port of Benton	Other Government—Local	Non-Housing Community Development Strategy Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
24	Benton and Franklin Counties Human Services Department	Services-Children CoC Services-Persons with Disabilities	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
25	Lourdes Behavioral Health	Services—Health Services—Homeless	Homelessness Strategy Market Analysis Homeless Needs - Families with Children	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
26	Pasco Public Works Department	Other Government—Local	Market Analysis Non-Housing Community Development Strategy	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
27	Pasco Parks and Recreation Department	Other Government—Local	Market Analysis Non-Housing Community Development Strategy	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
28	Richland Public Works Department	Other Government—Local	Market Analysis Non-Housing Community Development Strategy	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
29	Ben Franklin Transit	Planning Organization Regional Organization	Market Analysis Non-Housing Community Development Strategy	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
30	Kennewick Community and Development Services Department	Other Government—Local	Housing Need Assessment Lead-Based Paint (LBP) Strategy Anti-Poverty Strategy Non-Housing Community Development Strategy Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
31	Richland Community and Development Services Department	Other Government—Local	Housing Need Assessment LBP Strategy Anti-Poverty Strategy Non-Housing Community Development Strategy Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
32	Pasco Community Development Services Department	Other Government—Local	Housing Need Assessment LBP Strategy Anti-Poverty Strategy Non-Housing Community Development Strategy Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
33	Ben Franklin Legal Aid	Service—Fair Housing	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Consultation	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
34	City of Pasco Code Division	Other Government—Local	Market Analysis Housing Need Assessment	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
35	Northwest Fair Housing Alliance	Service—Fair Housing	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Consultation Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
36	Communities in Schools of Benton- Franklin	Services—Education	Non-Homeless Special Needs Non-Housing Community Development Strategy	Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
37	Grace Clinic	Services—Health Services—Persons with Disabilities	Non-Homeless Special Needs Market Analysis	Survey	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
38	Support, Advocacy & Resource Center	Services—Victims of Domestic Violence	Non-Homeless Special Needs Market Analysis	Survey	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
39	Benton Rural Electric Association	Regional Organization	Market Analysis	Survey	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
40	Retter & Co. Sotheby’s	Business Leaders	Housing Need Assessment Market Analysis	Survey	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
41	Elijah Family Homes	Housing	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Survey	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing
42	Northwest Justice Project	Service—Fair Housing	Housing Need Assessment Non-Homeless Special Needs Market Analysis	Survey	Provided input into the development of the Consortium’s Consolidated Plan and Assessment of Fairh Housing

#	Agency/Group/ Organization	Agency/Group/Organization Type	Section of Plan Addressed	Method of Consultation	Anticipated Outcomes or areas for Improved Coordination
43	Ziply Fiber	Business Leaders	Market Analysis	Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
44	Housing Authority of City of Pasco and Franklin County	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
45	My Friends Place	Services—Homeless Services—Children	Housing Need Assessment Homelessness Needs— Unaccompanied Youth Market Analysis	Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
46	The Arc of Tri-Cities	Services—Persons with Disabilities	Non-Homeless Special Needs Market Analysis	Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing
47	Benton-Franklin Juvenile Court	Other Government—Local	Non-Homeless Special Needs Market Analysis	Survey	Provided input into the development of the Consortium's Consolidated Plan and Assessment of Fairh Housing

Identify any Agency Types not consulted and provide rationale for not consulting

The Consortium did not exclude any agencies or organizations in the consultation process for the Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

The Consortium considered multiple local and regional planning efforts, listed in Table 3, while developing the Consolidated Plan.

Table 3—Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How the Goals of the Strategic Plan Overlap with the Goals of Each Plan
Domestic Violence Services of Benton and Franklin Counties 2022 Annual Report	Domestic Violence Services of Benton and Franklin Counties	The Domestic Violence Services of Benton and Franklin Counties Annual Report provides information on the services provided to individuals and families seeking services, which informs the Consortium's goals and strategies.
Domestic Violence Services of Benton and Franklin Counties 2018 Annual Report	Domestic Violence Services of Benton and Franklin Counties	The Domestic Violence Services of Benton and Franklin Counties Annual Report provides information on the growth in services requested and provided to individuals and families seeking services, which informs the Consortium's goals and strategies.
Kennewick Housing Authority and Housing Authority of the City of Pasco and Franklin County 5-Year Plan (2024–2028)	Kennewick Housing Authority and Housing Authority of the City of Pasco and Franklin County	The 5-Year Plan outlines the services provided by the PHAs and their goals for the next five years, which align with the Consortium's goals.
Tri-Cities HOME-ARP Allocation Plan (2023)	Richland, WA	The Tri-Cities HOME-ARP Allocation Plan describes the needs and services available to qualifying populations (including people experiencing or at risk of experiencing homelessness) in the Consortium. The information provided informs the Consortium's goals and strategies.

Name of Plan	Lead Organization	How the Goals of the Strategic Plan Overlap with the Goals of Each Plan
Risk and Protection Profile for Substance Abuse (Richland School District)	Washington State Department of Social and Health Services	The Risk and Protection Profile for Substance Abuse describes the characteristics and needs of people with substance use disorder, which informs the Consortium's goals and strategies.
Risk and Protection Profile for Substance Abuse (Kennewick School District)	Washington State Department of Social and Health Services	The Risk and Protection Profile for Substance Abuse describes the characteristics and needs of people with substance use disorder, which informs the Consortium's goals and strategies.
Risk and Protection Profile for Substance Abuse (Pasco School District)	Washington State Department of Social and Health Services	The Risk and Protection Profile for Substance Abuse describes the characteristics and needs of people with substance use disorder, which informs the Consortium's goals and strategies.
Benton and Franklin Counties 2022 Community Health Needs Assessment	Benton-Franklin Health District	The Community Health Needs Assessment describes health indicators in the Consortium and summarizes community input on health needs, including housing and supportive services. The information provided informs the Consortium's goals and strategies.
2022 Washington State HIV Surveillance Report	Washington State Department of Health	The Washington State HIV Surveillance Report provides information on the number and nature of people with HIV/AIDS in the Consortium. The information provided informs the Consortium's goals and strategies.
2023 HIV/AIDS Epidemiology Report and Community Profile	Public Health Seattle and King County	The HIV/AIDS Epidemiology Report and Community Profile describes the housing and service needs of people living with HIV/AIDS. The information provided informs the Consortium's goals and strategies.

Name of Plan	Lead Organization	How the Goals of the Strategic Plan Overlap with the Goals of Each Plan
City of Richland Comprehensive Plan 2017	Richland, WA	The Comprehensive Plan provides insight into the housing needs of the city and outlines the city's strategic housing and community development goals, which align with the Consolidated Plan goals.
City of Pasco Comprehensive Plan 2018–2038	Pasco, WA	The Comprehensive Plan provides insight into the housing needs of the city and outlines the city's strategic housing and community development goals, which align with the Consolidated Plan goals.
City of Kennewick Comprehensive Plan 2017–2037	City of Kennewick	The Comprehensive Plan provides insight into the housing needs of the city and outlines the city's strategic housing and community development goals, which align with the Consolidated Plan goals.
The Washington State Department of Commerce 2024 Housing Advisory Plan	The Washington State Department of Commerce	The Housing Advisory Plan provides information on the number of housing units needed in Benton and Franklin Counties to meet future demand. The information provided informs the Consortium's goals and strategies.
Benton and Franklin Counties Five-Year Plan to End Homelessness (2020-2025)	Benton and Franklin CoC	The Five-Year Plan to End Homelessness provides information on the institutional structure of the CoC and outlines strategic goals to reduce homelessness and improve service delivery in the Consortium. The goals outlined in the plan align with the Consolidated Plan goals.
Benton and Franklin Counties 5-Year Homeless Housing Plan Annual Report	Benton and Franklin CoC	The 5-Year Homeless Housing Plan Annual Report provides information on the institutional structure of the CoC, which informs the Consortium's goals.

Name of Plan	Lead Organization	How the Goals of the Strategic Plan Overlap with the Goals of Each Plan
HUD 2023 CoC Homeless Assistance Programs Housing Inventory Count Report	HUD	The Homeless Assistance Programs Housing Inventory Count Report provides information on the types and amounts of shelter beds available for people experiencing homelessness. The information provided informs the Consortium's goals and strategies.
The Benton-Franklin Council of Governments 2021-2025 Comprehensive Economic Development Strategy (CEDS)	The Benton-Franklin Council of Governments	The CEDS outlines strategic goals to promote economic development in the Consortium. These goals align with the Consolidated Plan goals.
The Tri-City Regional Chamber of Commerce 2023 Annual Report	The Tri-City Regional Chamber of Commerce	The Annual Report provides information on initiatives and programs supported by the Chamber of Commerce. The information provided informs the Consortium's goals and strategies.
2023 Benton County Broadband and Digital Access Plan	The Benton-Franklin Council of Governments	The Broadband and Digital Access Plan outlines the connectivity needs of Tri-Cities populations. The information provided informs the Consortium's goals and strategies.
2023 Franklin County Broadband and Digital Access Plan	The Benton-Franklin Council of Governments	The Broadband and Digital Access Plan outlines the connectivity needs of Tri-Cities populations. The information provided informs the Consortium's goals and strategies.
Benton County Natural Hazard Mitigation Plan (2019)	Benton County, WA	The Natural Hazard Mitigation Plan describes the risks of natural disasters and community needs in the Tri-Cities. The information provided informs the Consortium's goals and strategies.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

In the development of the Consolidated Plan, the Consortium consulted with numerous public entities, which included working closely with other member jurisdictions of the Consortium. During the consultation process, the Consortium gathered input from public entities including:

- Benton and Franklin Counties Human Services Department
- Pasco Public Works Department
- Pasco Parks and Recreation Department
- Richland Public Works Department
- Kennewick Community and Development Services Department
- Richland Community and Development Services Department
- Pasco Community Development Services Department
- City of Pasco Code Division
- Richland School District
- Kennewick School District
- Benton Franklin Health District
- Benton County Human Services
- Benton Franklin Council of Governments

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

The PR-15 Citizen Participation section of the Consolidated Plan outlines the methods and results of citizen participation in the development of the Consolidated Plan.

Summary of citizen participation process/Efforts made to broaden citizen participation

Kennewick followed the requirements for public participation outlined in the Tri-Cities Consortium Citizen Participation Plan, which requires cities to hold two public hearings regarding the use of CDBG funds and hold a 30-day public comment period upon publishing the draft. Kennewick held one public hearing on October 23, 2024, and will hold an additional hearing during the public comment period, which will occur from December 16, 2024 to January 16, 2025.

Kennewick plans to facilitate a 30-day public comment period to gather additional input on the draft Consolidated Plan. Kennewick will follow the requirements specified in its Citizen Participation Plan regarding ensuring access to, providing adequate notice of, and encouraging participation in the public comment periods and public hearings.

Summarize citizen participation process and how it impacted goal setting

Through the consultation process, the Consortium made significant effort to proactively receive feedback from persons with disabilities, non-English speaking persons, and minorities.

Through the citizen participation process, the Consortium also encouraged public comments through public hearings and public comment period in the following ways:

- Announcement on the City of Kennewick website.
- Announcement on City of Kennewick Facebook page.
- Ad in the Tri-City Herald.
- Ad in the Tu Decides.
- Physical copies of ads placed in lobbies of public buildings, Kennewick Housing Authority, and public libraries.
- Promoted during stakeholder consultation sessions.

Citizen Participation Outreach

Table 4 summarizes outreach efforts to notify Kennewick residents about the opportunity to make comments.

Table 4—Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments not Accepted and Reasons
1	Other: Public hearing held on October 23, 2024	Non-targeted/broad community	No comments were received	No comments were received	No comments were received
2	Other: Public hearing (January 21, 2025)	-	-	-	-
3	Newspaper Ad published on July 21, 2024	Non-targeted/broad community	No comments were received	No comments were received	No comments were received

NA-05 Overview

Needs Assessment Overview

The Needs Assessment is comprised of six sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing and Community Development Needs

Together, these sections present key housing and community development needs of low- and moderate-income people in the Tri-Cities HOME Consortium. The needs identified in this section inform the Strategic Plan, which outlines how Kennewick will use its CDBG funds over the next five years.

The Needs Assessment utilizes two primary data sources: data from the U.S. Census Bureau's American Community Survey (ACS) and custom tabulations of ACS data called the Comprehensive Housing Affordability Strategy (CHAS) data. The Consortium analyzed the most recent data sets available at the time of drafting for both sources, which were the 2016–2020 five-year CHAS estimates and 2018–2022 ACS five-year estimates. In addition, the Consortium facilitated consultation sessions with partner agencies and organizations and distributed online stakeholder and community surveys to better understand current trends impacting the region. Finally, the Consortium analyzed information from other available sources such as local reports, plans, and studies.

Definition of Low- and Moderate-Income Households

CDBG funds programs that principally benefit low- and moderate-income households. A household is defined as all the people who occupy one housing unit, which includes families, unrelated people such as roommates, and people living alone.

The low- and moderate-income levels for a particular community are determined by the area median income (AMI) of that specific place. Households earning less than 80 percent of the AMI are considered moderate-income. Households earning less than 50 percent AMI are considered low-income, and households earning less than 30 percent AMI are considered extremely low-income. Throughout the Consolidated Plan, the term "low- and moderate-income" describes all households earning less than 80 percent AMI.

Table 5 presents the 2024 low- and moderate-income limits for the Kennewick-Richland Metropolitan Statistical Area, which covers Kennewick, Richland, and Pasco. For example, a four-person household is considered to have a low- to moderate-income if they earned less than \$79,900 annually.

Table 5—Kennewick-Richland, WA Metropolitan Statistical Area HUD Income Limits (2024)

Income Category	1 Person in Household	2 People in Household	3 People in Household	4 People in Household	5 People in Household	6 People in Household
Extremely Low-Income (0–30% AMI)	\$21,000 Income Limit	\$24,000 Income Limit	\$27,000 Income Limit	\$31,200 Income Limit	\$36,580 Income Limit	\$41,960 Income Limit
Low-Income (30–50% AMI)	\$35,000 Income Limit	\$40,000 Income Limit	\$45,000 Income Limit	\$49,950 Income Limit	\$53,950 Income Limit	\$57,950 Income Limit
Moderate Income (50–80% AMI)	\$55,950 Income Limit	\$63,950 Income Limit	\$71,950 Income Limit	\$79,900 Income Limit	\$86,300 Income Limit	\$92,700 Income Limit

Data Source: 2024 HUD Income Limits Documentation

Key Themes from the Needs Assessment

The following summary includes data from the City of Kennewick. Themes were drawn from consultations across the three cities.

Demographics

- 27 percent of residents identified as a race other than White.
- 29 percent of residents identified as Hispanic or Latino.
- 16 percent of residents lived with a disability.
- Single-family households comprised 16 percent of total households.
- 16 percent of residents were aged 65+.

Housing Needs

- There has been a significant jump in affordable housing needs for every population in the past two years.
- In 2020, 14 percent of households paid between 30–50 percent of their income on housing costs and 9 percent of households paid more than 50 percent of their income on housing costs.
- Elderly households, renter households, extremely low-income households, certain racial groups (including African American and Asian households), and households in Pasco and Kennewick are more affected by housing problems than other community residents.
- A variety of factors, including mental health and substance use disorder needs, compound with housing problems to exacerbate housing instability. There is a need for mental health and substance use disorder supportive services to accompany housing services.

Public Housing

- Public housing and voucher programs have low turnover of units and long wait lists, leaving many residents unserved by these programs.
- Voucher recipients often face additional barriers to obtaining housing, such as stringent inspection criteria on Section 8 units. Persons with physical disabilities have significant challenges finding accessible units.
- A sizable percentage of public housing residents and voucher recipients live in households with either a person with a disability or a senior, which indicates a need for more accessible housing units.

Homelessness and Supportive Services

- The housing and supportive service needs of households experiencing homelessness are greater than what can be provided with current resources in the Tri-Cities.
- Special populations, including people with disabilities, require additional and specialized supportive services.
- Unsheltered homelessness increased in the community from 2022 to 2023, indicating a need for more housing and supportive services for that population.
- There is a need for more mental health and substance use disorder services.

Non-Housing Community Development Needs

- Community members desire increased maintenance and new developments of community centers and recreation facilities.
- Street and sidewalk enhancements, particularly to improve connectivity and accessibility for pedestrians, is an identified need for community members and stakeholders.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Introduction

The NA-50 Non-Housing Community Development Needs section of the Consolidated Plan describes the public facilities, public infrastructure, and public services needs of the Consortium as a whole, which informs the non-housing community development needs in Kennewick. Data for this section is provided by the following data sources:

- 2025–2029 Tri-Cities Consolidated Plan Stakeholder Survey
- 2025–2029 Tri-Cities Consolidated Plan Community Survey
- Consultation sessions with organizations, agencies, and partners working with low- and moderate-income people in the community
- Data on calls for assistance from 2–1–1 from October 1, 2023, to September 29, 2024, in Benton and Franklin Counties.

Overall, stakeholders and community members emphasized a need for the following:

- Community centers and recreation facilities, including maintenance on existing infrastructure and new developments.
- Street and sidewalk enhancements, particularly to improve connectivity and accessibility for pedestrians.
- Mental health and substance use disorder services.

Describe the jurisdiction’s need for Public Facilities. How were these needs determined?

Across the three forms of engagement described below, two common themes for public facility improvements emerged:

- Expansion and maintenance of park and recreation facilities.
- Improvements to community facilities for specific groups, particularly residents who are unhoused or who are low- to moderate-income.

Stakeholder Survey Responses

Ten respondents of the stakeholder survey provided input on the need for public facilities in the Consortium. The first question asked respondents to select the public facility activities they believe are needed most in the Tri-Cities. Listed below are the top two selections and the percentage of respondents who selected the activity:

- Community centers for specific groups (70 percent).
- Parks and recreational facilities (50 percent).

The next question asked respondents to rank public facility activities based on need. Listed below are the top ranked public facility needs selected by respondents and their corresponding weighted score (scores closest to twelve indicate the highest ranked choice).

- Community centers for specific groups (7.6).
- Parks and recreational facilities (6.9).

Community Survey Responses

Ninety respondents of the community survey provided input on the need for public facilities in the Consortium. The question asked respondents to select three facility activities that are most needed to serve low- and moderate-income people in the Tri-Cities. Listed below are the top three selections and the percentage of respondents who selected the activity.

- Improvements to facilities for people who are unhoused (61.1 percent).
- Improvements to nonprofit buildings that serve low- and moderate-income people or neighborhoods (51.1 percent).
- Improvements to facilities for people with special needs such as seniors, youth, people with disabilities, victims of domestic violence, etc. (50 percent).

Stakeholder Consultation

The Consortium held a consultation with eight participants on the subject of city planning and public works, which included representatives from Public Works, Parks and Recreation, and Community Planning departments. Listed below are common themes that emerged from the consultation session regarding public facility needs:

- Aging infrastructure, particularly in older areas of the Tri-Cities, needs maintenance.
- Increased requests from residents for increased parks and recreation services.
- Current parks and recreation buildings need maintenance.

Describe the jurisdiction's need for Public Improvements. How were these needs determined?

Across the three forms of engagement described below, two common themes for public improvements emerged:

- Street and sidewalk improvements, particularly to remove barriers for seniors and those with a disability.
- Water infrastructure improvements.

Stakeholder Survey Responses

Ten respondents to the stakeholder survey provided input on the need for public improvements in the Consortium. The first question asked respondents to select the public improvement activities they believe are needed most in the Tri-Cities. Listed below are the top three selections and the percentage of respondents who selected the activity:

- Street and sidewalk improvements (50 percent).

- Americans with Disabilities Act (ADA) accessibility improvements (50 percent).
- Street lighting improvements (50 percent).

The next question asked respondents to rank public improvement activities based on need. Listed below are the top ranked public improvement needs selected by respondents and their corresponding weighted scores (scores closest to twelve indicate the highest ranked choice). Note that respondents ranked water and infrastructure improvements as the most needed public improvement.

- Water infrastructure improvements (9.2).
- Street and sidewalk improvements (8.9).
- ADA accessibility improvements (8.6).

Community Survey Responses

Ninety respondents of the community survey provided input on the need for public improvements in the Consortium. The question asked respondents to select three infrastructure activities that are most needed to serve low- and moderate-income people in the Tri-Cities. Listed below are the top three selections and the percentage of respondents who selected the activity.

- Street and sidewalk improvements (63.3 percent).
- Traffic lights/signs and public safety improvements (56.7 percent).
- Broadband internet access improvements (45.6 percent).

Stakeholder Consultation

The Consortium held a consultation with eight participants on the subject of city planning and public works, which included representatives from Public Works, Parks and Recreation, and Community Planning departments. Listed below are common themes that emerged from the consultation session regarding public improvement needs:

- Need to remove barriers in streets, such as curb and ramp improvements, to increase accessibility
- Interest in making public improvements in areas with limited connectivity and low car ownership rates.
- Some water and sewer infrastructure are currently under maintenance, but more attention is needed to the system, particularly with algae blooms in the Columbia River posing an additional challenge to some water sources.

Describe the jurisdiction's need for Public Services. How were these needs determined?

Across the four forms of engagement described below, two common public services needs emerged:

- Mental health services.
- Substance use disorder treatment services.

Stakeholder Survey Responses

Fourteen respondents of the stakeholder survey provided input on the need for public services in the Consortium. The first question asked respondents to select the public services activities they believe are needed most in the Tri-Cities. Listed below are the five selections and the percentage of respondents who selected the activity:

- Mental health services (92.86 percent).
- Substance use disorder treatment services (78.57 percent).
- Youth programs and services (50 percent).
- Childcare services (50 percent).
- Services for victims of domestic violence, sexual assault, stalking, dating violence, and human trafficking (50 percent).

The next question asked respondents to rank public facility activities based on need. Listed below are the top-ranked public service needs selected by respondents and their corresponding weighted scores (scores closest to twenty indicate the highest ranked choice). Note that respondents ranked substance use disorder treatment services as the most needed public service.

- Substance use disorder treatment services (18.71).
- Mental health services (18).
- Services for victims of domestic violence, sexual assault, stalking, and human trafficking (16.14).
- Childcare services (15.64).
- Services for persons with a disability (15.36).

Community Survey Responses

Ninety respondents of the community survey provided input on the need for human services in the Consortium. The question asked respondents to select five human services that are most needed to serve low- and moderate-income people in the Tri-Cities. Listed below are the top five selections and the percentage of respondents who selected the activity.

- Mental health services (73.3 percent).
- Services for people who are unhoused (51.1 percent).
- Substance use disorder treatment services (50 percent).
- Services for victims of domestic violence, sexual assault, stalking, dating violence, or human trafficking (34.4 percent).
- Senior services (28.9 percent).

Stakeholder Consultation

The Consortium held three consultation sessions with community partners and organizations to access service needs in the Tri-Cities. The sessions covered the following topics: Special Needs Service Providers (five participants), Public and Human Services (six participants), and Youth Service Providers (eight

participants). Listed below are common themes that emerged from the consultation sessions regarding public service needs:

- Transportation was a noted barrier for clients, emphasizing a need for transit and transportation services,
- As the Tri-Cities continues to diversify, there is a need for services to be provided in multiple languages. Languages noted include Burmese, Ukrainian, and Spanish.
- The need for public and human services is higher than what some organizations can provide due to staffing issues.
- Need for increased mental health services.

211 Data

211 Washington provides information on the number of calls received to 211 and the services requested. The Consortium reviewed call data from October 1, 2023 to September 29, 2024 for Benton and Franklin Counties. Between those dates, 211 received 8,921 calls originating in the two counties. Listed below are the most common non-housing services requested through 211 and the percentage of calls it constituted.

- Food (13.8 percent):
 - 76.4 percent of requests in this category were for help buying food.
- Government & Legal (9.1 percent):
 - 27.3 percent of requests in this category were for housing law services.
- Utilities (8.4 percent):
 - 51.1% of requests in this category were for assistance with electricity.

HOUSING MARKET ANALYSIS

MA-05 Overview

Housing Market Analysis Overview:

The Housing Market Analysis describes the landscape in which the Tri-Cities administers its programs by identifying the housing market, economic, and community development factors impacting low- and moderate-income people and communities in the city, which informs Kennewick's use of CDBG funds.

The Market Analysis is comprised of eleven sections:

- Number of Housing Units
- Cost of Housing
- Condition of Housing
- Public and Assisted Housing
- Homeless Facilities and Services
- Special Needs Facilities
- Barriers to Affordable Housing
- Non-Housing and Community Development Assets
- Needs and Market Analysis Discussion
- Broadband Needs of Housing
- Hazard Mitigation

Like the Needs Assessment, the Market Analysis utilizes two primary data sources: the 2018–2022 ACS and the 2016–2020 CHAS. These are the most recent versions of the data sets available at the time of drafting. This section also summarizes information from other existing reports, studies, and plans as well as input from the stakeholder survey, community survey, and consultation sessions to better understand recent trends impacting the region.

Key Themes from the Market Analysis:

The following is a summary of the major trends and needs of low- and moderate-income households within the Tri-Cities Consortium.

Housing Condition and Availability

- Low vacancy rates and a limited supply of naturally affordable housing and assisted units create a need for additional affordable housing units.
- There is a lack of accessible affordable housing units for people with disabilities.
- As population and housing needs increase and developments with assisted units expire in the coming decades, the Tri-Cities could experience even greater demand for affordable housing units.

- With a large portion of Consortium households living in a unit built prior to 1980, there is a need to inspect and possibly rehabilitate units with structural or health concerns.
- Low- and moderate-income households tend to live in older, more naturally affordable units, which puts them at a greater risk of housing problems.
- Rehabilitation is needed to ensure an adequate supply of accessible units.
- There is an identified need to continue maintenance and rehabilitation of public housing units in need of repair.
- The need for assisted and public housing units in the Consortium is not met by the current voucher and unit portfolio.

Housing Affordability and Cost

- Increasing housing costs, coupled with the increased cost of other necessities (including food, childcare, and transportation), place considerable financial pressure on households across the Consortium, particularly for low- to moderate-income households
- It is likely that the continued rise of rents and home values will further exacerbate existing affordability issues in the coming five years.
- Given the severity of housing cost burden and unaffordability emphasized by community members and stakeholders, traditional methods to calculate subsidies, such as fair market rents and HOME rents, fall short of bridging the unaffordability gap.

Shelter Facilities and Services

- The current shelter capacity and resources are not sufficient to meet the needs of the community.
- There is a lack of transitional housing, shelters for specific populations, and low-barrier options observed by service providers.
- Stakeholders note that even with these services, they are seeing an increased demand for housing and supportive services that oftentimes outpaces provider capacity.

Economic Development

- There exist notable barriers for residents in the workforce to obtain and maintain employment, such as lack of affordable housing and childcare costs.
- Increasing connectivity, both to transportation and job networks, will help qualified candidates obtain and maintain employment.
- The business and workforce community in the Tri-Cities is still feeling the effects of the COVID-19 pandemic.

Broadband

- While broadband availability has increased in the past five years, there still exists digital equity gaps among vulnerable groups, including seniors and people living with a disability.

Natural Hazards

- The Tri-Cities maintain a moderate risk of flooding, drought, and wildfires. However, the effects of natural hazards are amplified among low- and moderate-income populations, who often have limited resources to flee dangerous conditions and recover quickly from severe weather events.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The MA-45 Non-Housing Community Development Assets section of the Consolidated Plan summarizes data trends related to employment and the workforce including labor for participation, educational attainment, and workforce skills, training, and development efforts in the Tri-Cities. Data regarding educational attainment and median income comes from the 2018–2022 ACS. Data on jobs by sector comes from the most recent Longitudinal Employer-Household Dynamics data (2021). To more accurately compare jobs with workers, Table 6 uses 2017–2021 ACS estimates.

Overall, stakeholders note that COVID-19 has changed the landscape of the economy in the past five years. Additionally, high cost of living and connectivity issues serve as barriers to obtaining and maintaining employment.

Economic Development Market Analysis

The Tri-Cities is home to a diverse economy. The three cities enjoy a favorable geographic position located at the confluence of the Columbia River and its major tributaries, the Snake and Yakima Rivers, and are surrounded by more than a million acres of farmland in Benton and Franklin Counties. Production, manufacturing, and food processing are noted industries in the region. The forthcoming sections outline the business activity and education trends observed in Kennewick according to 2022 ACS data and the Tri-Cities as a whole through consultation themes and a literature review.

Business Activity

The characteristics of the workforce provide insight into the nature of the economy and economic development needs in the region. Table 6 summarizes the number of workers and jobs in Kennewick in each sector in 2021. According to 2021 ACS data, the three most common sectors by worker and job were Education and Health Care Services, Professional, Scientific, and Management Services, and Retail Trade.

Table 6—Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs Less Workers %
Agriculture, Mining, Oil & Gas Extraction	1,187	423	5%	1%	-3%
Arts, Entertainment, Accommodations	1,620	3,344	7%	10%	4%
Construction	2,576	3,111	10%	10%	-1%
Education and Health Care Services	4,845	8,831	20%	27%	8%
Finance, Insurance, and Real Estate	1,028	1,676	4%	5%	1%
Information	327	464	1%	1%	0%
Manufacturing	2,057	645	8%	2%	-6%
Other Services	1,107	898	4%	3%	-2%
Professional, Scientific, Management Services	2,783	5,247	11%	16%	5%
Public Administration	1,662	717	7%	2%	-4%
Retail Trade	2,565	5,726	10%	18%	7%
Transportation & Warehousing	2,198	653	9%	2%	-7%
Wholesale Trade	806	653	3%	2%	-1%
Grand Total	24,761	32,388	100%	100%	0%

Data Source: 2017–2021 ACS (Workers), 2021 Longitudinal Employer-Household Dynamics (Jobs)

Below is the unemployment rate in Kennewick in 2022. In that year, 4.5 percent of Kennewick residents were unemployed. This was lower than the unemployment rate in the Consortium as a whole, which was 5.1%.

Table 7—Labor Force

Labor Force Metric	Number or Percentage of Population
Total Population in the Civilian Labor Force	39,398
Civilian Employed Population 16 years and over	37,592
Unemployment Rate	4.5%
Unemployment Rate for Ages 16-24	7.4%
Unemployment Rate for Ages 25-65	4.0%

Data Source: 2018–2022 ACS

Table 8 summarizes the occupations of Kennewick workers by sector in 2022. The most common sector of employment was management, business, and financial, accounting for 34 percent of workers.

Table 8—Occupations by Sector

Occupations by Sector	Number of People
Management, business and financial	12,810
Farming, fisheries and forestry occupations	963
Service	6,830
Sales and office	7,950
Construction, extraction, maintenance and repair	3,635
Production, transportation and material moving	5,384

Data Source: 2018–2022 ACS

Table 9 provides information on the average commute time of Kennewick residents. Most residents (78 percent) had a commute under 30 minutes.

Table 9—Travel Time

Travel Time	Number of Residents	Percentage
< 30 Minutes	26,630	78%
30-59 Minutes	5,812	17%
60 or More Minutes	1,748	5%
Total	34,190	100%

Data Source: 2018–2022 ACS

Education:

Educational attainment provides insight into the training and job needs of residents. Table 10 displays the educational attainment by employment status of Kennewick residents in 2022. As expected, increases in education level correlated with decreases in unemployment. 9 percent of people without a high school diploma were unemployed in 2022 compared to 2 percent of people with a bachelor's degree or higher.

Table 10—Educational Attainment by Employment Status

Educational Attainment	In Labor Force (Civilian Employed)	In Labor Force (Unemployed)	Not in Labor Force
Less than high school graduate	2,807	271	2,327
High school graduate (includes equivalency)	7,004	291	3,555
Some college or Associate's degree	10,461	471	3,218
Bachelor's degree or higher	9,456	198	1,424

Data Source: 2018–2022 ACS

Table 11 displays educational attainment by age. Overall, 26 percent of Kennewick residents had a bachelor's degree or higher in 2022, while 26 percent had a high school diploma or higher. Educational attainment for high school was lower than that of the Consortium as a whole, which was 30 percent in 2022.

Table 11—Educational Attainment by Age

Educational Attainment	18–24 yrs (Age)	25–34 yrs (Age)	35–44 yrs (Age)	45–65 yrs (Age)	65+ yrs (Age)
Less than 9th grade	111	266	743	1,477	1,015
9th to 12th grade, no diploma	1,259	1,046	701	1,172	443
High school graduate, GED, or alternative	3,662	3,949	2,645	4,256	3,426
Some college, no degree	1,907	2,768	2,519	4,211	3,572
Associate's degree	445	1,350	1,044	2,258	1,201
Bachelor's degree	442	1,986	2,377	2,839	2,023
Graduate or professional degree	3	935	1,024	1,917	1,247

Data Source: 2018–2022 ACS

Table 12 shows the 2022 median earnings of Kennewick residents with varying levels of educational attainment. In each city, higher levels of educational attainment correlated with increased median earnings.

Table 12 – Median Earnings in the Past 12 Months

Educational Attainment	Kennewick
Less than high school graduate	\$32,567
High school graduate (includes equivalency)	\$34,898
Some college or Associate's degree	\$49,634
Bachelor's degree	\$68,827
Graduate or professional degree	\$82,422

Data Source: 2018–2022 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to 2021 ACS data, the three most common sectors by worker and job in Kennewick were:

- Education and Health Care Services (20 percent of workers and 27 percent of jobs).
- Professional, Scientific, and Management Services (11 percent of workers and 16 percent of jobs).
- Retail Trade (10 percent of workers and 18 percent of jobs).

Within these sectors, there are a variety of employers in the region. Listed below are the ten largest employers and their sectors in the Tri-Cities as reported by the Tri-City Development Council. Many of these employers align with the major sectors identified. In addition, this list identifies food processing and environmental remediation as additional sectors in the Tri-Cities.

- Battelle/Pacific Northwest National Laboratory (Research and Development)
- Kadlec Regional Medical Center (Health Care)
- Kennewick School District (Education)
- Lamb Weston (Food Processing)
- Washington River Protection Solutions (Environmental Remediation)
- Pasco School District (Education)
- First Fruits Farms (Food Processing)
- Richland School District (Education)
- Central Plateau Cleanup Company (Environmental Remediation)
- Bechtel National (Engineering and Construction)

Describe the workforce and infrastructure needs of the business community.

The Consortium conducted a consultation with economic development organizations regarding the needs of the business community. Stakeholders noted that employers face challenges finding workers. Listed below are common themes that emerged from the consultations as to why employers are struggling to

hire. Overcoming these barriers to employment for Tri-Cities residents is a need of the business community.

- Lack of access to childcare services is prohibitive to people entering the workforce.
- Transportation is a large barrier to maintaining employment.
- Potential workers and businesses have a lack of understanding about available opportunities and the pathway to those opportunities.
- Lack of affordable housing opportunities makes it difficult for potential workers to relocate.
- The pandemic shifted the demographics of the workforce. Many residents are opting for remote work opportunities and a higher number of women are exiting the workforce.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The Benton-Franklin Council of Governments 2021–2025 CEDS outlines several initiatives the counties will take to promote economic development including supporting the following projects:

- Creating a Regional Post-Disaster Economic Recovery and Resilience Plan.
- Infrastructure projects to support industrial development.
- Support for clean energy projects.

Since 2022, the Tri-City Regional Chamber of Commerce has operated the Benton County Business Resource Initiative, which provides financial assistance to businesses negatively impacted by COVID-19. In 2023, the program awarded 161 grants ranging from \$3,000 to \$30,000 with a total investment of over three million dollars. These funds can be used for workforce training, work incentive bonuses, rent/utilities assistance, digital platform upgrades, and outdoor space enhancements.

The Tri-City Regional Chamber of Commerce writes in its 2023 Annual Report that this program is a catalyst for transformative change within the business community to allow small businesses to recover from the pandemic and become resilient to future challenges. In supporting small businesses, these grants help to create more opportunities for businesses to expand, with potential infrastructure and employment needs following.

Finally, in October 2024, Lamb Weston announced the closure of a potato processing plant in Franklin County, which employed 375 local residents. The plant closure will likely impact the workforce and economy of the region as displaced workers look to find other employment opportunities. TRIDEC noted that the organization will provide job search support to laid-off workers.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

In 2022, 26 percent of Kennewick residents over the age of 25 obtained a bachelor's degree or higher. Many positions in the top sectors of the Consortium, such as Professional, Scientific, and Management

Services, Healthcare, and Education, require a bachelor's degree. Additionally, as stated previously in this section, stakeholders noted that hiring employees with the necessary training is a barrier to economic development. Stakeholders noted that some residents might not know the options or pathways to engage with employment opportunities. Other residents, such as limited English-speakers, face additional barriers to obtaining employment despite having the necessary skill set.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

There are several initiatives and programs to develop the workforce in the Tri-Cities and to prepare for changing industries. Washington State University, Tri-Cities offers, in addition to 4-year degrees and professional programs, specialized course work at the Bio-Products, Science and Engineering Laboratory, which was developed in partnership with the Pacific Northwest National Laboratory. This is industry-targeted, as are other programs offered, such as the program in viticulture and enology.

Columbia Basin College in Pasco offers several workforce programs targeted to trades, business, health care, and public services. While programs are available and affordable, there is a need to reach out in a more coordinated way to potential students and the business community, as there is a need for a central information system. The High School Academy at Columbia Basin College recruits youth ages 16 to 20 to achieve a high school diploma and advanced career training. The initiative is the result of a partnership with schools, the Fast Forward Program (Boys and Girls Club), the Benton Franklin Juvenile Justice Center and community agencies.

The Small Business Development Center at TRIDEC helps start-up companies and small businesses and is a partnership with Columbia Basin College, Washington State University, Tri-Cities, US Small Business Administration; and local and regional governments in providing support and training for businesses.

The Pasco Specialty Kitchen focuses on goods-based business development. The fully equipped and licensed kitchen, partially funded by the US Department of Commerce, Economic Development Administration, supports developing businesses and provides training and other support. The Specialty Kitchen and Farmer's Market are projects supported by the Downtown Pasco Development Authority.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The Benton-Franklin Council of Governments 2021–2025 CEDS includes the following goals:

- Improve the municipal infrastructure to support a growing and diverse population in an increasingly carbon-free economy.
- Effectively plan for economic diversification and innovation.
- Enhance economic resilience and workforce development.

- Improve the quality of life of residents and expand the number of tourism-related activities.

Discussion

The Consortium identifies the key themes of this section to be as follows:

- There exist notable barriers for residents in the workforce to obtaining and maintaining employment, such as lack of affordable housing and childcare costs.
- Increasing connectivity, both to transportation and job networks, will help qualified candidates obtain and maintain employment.
- The business and workforce community in the Tri-Cities is still feeling the effects of the COVID-19 pandemic.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

As of 2024, there have been no significant changes to the areas identified with concentrated housing problems in the Tri-Cities in the past five years. The eastern portions of each city, particularly those with older housing stock, continue to face housing challenges. This aligns with the ongoing concerns noted in 2019 regarding older housing being more prone to issues like structural decay and overcrowding, which is particularly prevalent in mobile home parks across the region.

Stakeholders still emphasize the need for improvements in these areas, especially in older neighborhoods, where deteriorating housing conditions persist.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

No significant changes have been reported in the identification of new R/ECAPs within the Tri-Cities, though the concentrated areas continue to exhibit ongoing socioeconomic challenges. Additionally, disparities in poverty rates for specific racial and ethnic groups (such as Black or African American, American Indian, Alaska Native, and Hispanic or Latino households) persist in Pasco and Kennewick, with poverty rates more than 5% higher than the general consortium average.

Thus, while these concentrated areas remain largely the same, the economic disparities and challenges faced by these populations continue to be a critical focus for local and federal planning efforts.

What are the characteristics of the market in these areas/neighborhoods?

As of 2024, the characteristics of the housing market in areas of concentrated poverty in the Tri-Cities remain like what was reported in 2019. These areas continue to feature lower home values and rents, which are linked to the concentration of poverty and housing problems, such as overcrowding, substandard housing conditions, and cost burdens.

Are there any community assets in these areas/neighborhoods?

As of 2024, community centers and faith-based organizations remain vital assets in the low-income neighborhoods of the Tri-Cities, particularly in areas with lower home values and rents. These resources continue to play a crucial role in providing social, educational, and support services to residents, such as those in areas with concentrated poverty. The importance of these assets has not diminished but rather grown as population increases, and economic disparities have heightened the demand for social services.

While specific locations of community assets have remained largely the same, these organizations have adapted to the evolving needs of the community. For instance, some community centers and faith-based groups have expanded their services to include more focused assistance in areas like food security, housing support, and mental health, which are increasingly critical in these low-income areas.

Overall, the role of community assets, such as faith-based organizations and community centers, continues to be a key factor in supporting low-income families in the Tri-Cities. These institutions provide vital social services and community connections, helping to alleviate some of the challenges faced by residents in these economically disadvantaged areas.

Are there other strategic opportunities in any of these areas?

As of 2024, the strategic opportunities for leveraging community assets and promoting inclusive development in the Tri-Cities have no significant changes from the 2019 findings. Encouraging inclusive development continues to be a priority, with a focus on utilizing community centers, faith-based organizations, and public infrastructure to revitalize economically disadvantaged areas.

Each city in the Consortium operates under a Comprehensive Plan, which emphasizes mixed-use development, affordable housing, and improving public transportation.

One noticeable shift is the growing emphasis on sustainability and long-term resilience, particularly in response to the region's rapid population growth and economic changes. The Comprehensive Plans are evolving to address new challenges related to housing affordability, environmental sustainability, and the need for greater community involvement in development processes.

Overall, while the core strategies of leveraging community assets and promoting inclusive development remain unchanged, there is a stronger focus on sustainability and resilience in the strategic opportunities for these areas.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to 2022 ACS estimates, 7 percent of Kennewick households did not have internet access. Households without internet connection do not have equal access to resources such as those provided by government agencies, schools, and employers.

In 2023, Benton and Franklin Counties both created Broadband and Digital Equity Local Action Plans which describe the needs of low- and moderate-income households and neighborhoods. The plans indicate that Northeastern Kennewick and census tracts along the Columbia River inside the cities of Kennewick and Pasco have the greatest need for digital equity. It is estimated that 15–22 percent of households in these census tracts do not have access to a computer and 15–40 percent of households speak English as a second language. The report also lists the following populations as having the greatest need in Benton and Franklin Counties:

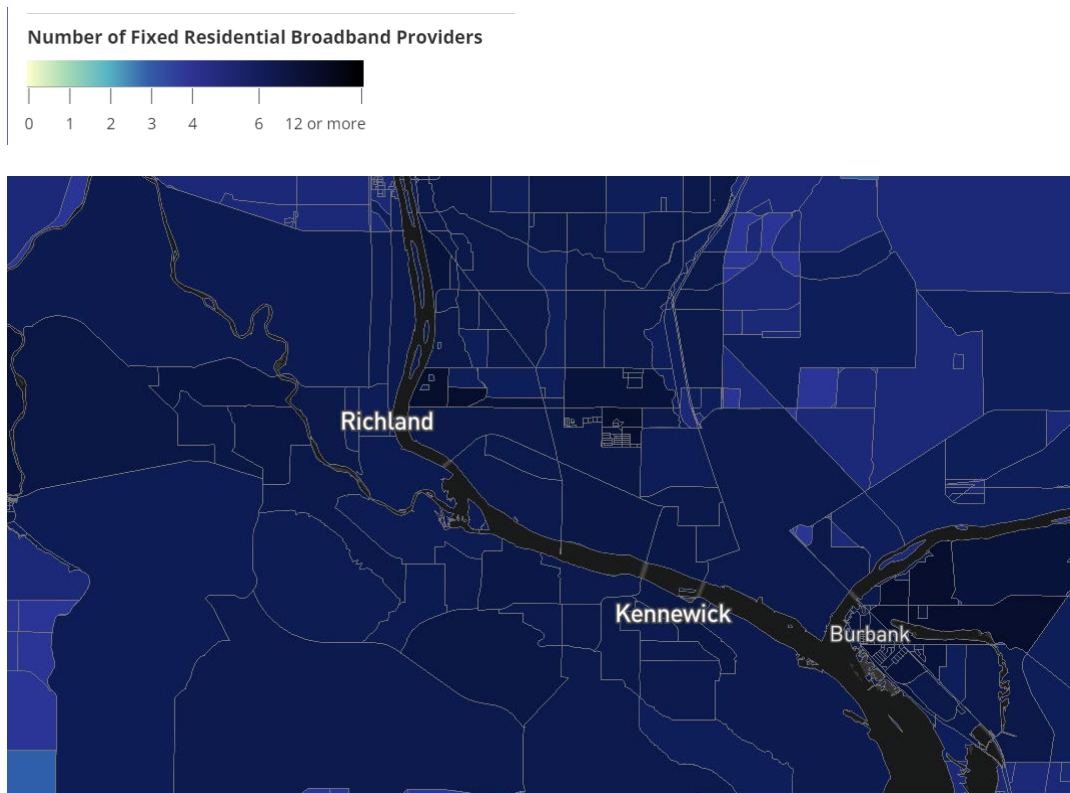
- Incarcerated/recently released individuals.
- Children and youth in foster care.
- Non-English speakers.
- Seniors.
- Poverty-impacted individuals and families.
- Housing insecure.
- Veterans.
- People with disabilities.
- Marginalized groups.
- People with low educational attainment.

The reports call for the Tri-Cities to provide ongoing financial and technical support to populations with limited internet access, promote awareness regarding existing programs, and provide accommodations to people with a disability who may require special equipment and teaching.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Overall, a lack of broadband provider competition can lead to market rigidity, which allows providers to charge higher prices for broadband. However, since 2019, the amount of service providers has increased in the Tri-Cities. As of 2021, no area in the Tri-Cities had fewer than four broadband internet providers. Available technologies include asymmetric digital subscriber line, cable, fiber, fixed wireless, and satellite.

Figure 1—Broadband Providers in the Tri-Cities



Data Source: Federal Communications Commission, Fixed Broadband Deployment (2021).

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Benton and Franklin Counties published Natural Hazard Mitigation Plans in 2019 and 2018, respectively. These plans assess each city's risk of experiencing a natural hazard. Summarized below are the risks of each natural hazard.

- **Flooding:** At the confluence of the Columbia, Snake, and Yakima rivers, the Tri-Cities is at moderate risk of flooding. While the construction of dams along these rivers has reduced flooding potential, increased hazard severity could result in dam failure and flooding.
- **Drought:** The Tri-Cities are assessed at a moderate risk of drought.
- **Wildfires:** While there is a high probability of fire ignition throughout the three cities, there is a moderate risk that these ignitions will turn into wildfires.

Benton County Emergency Services, whose service area covers the Tri-Cities, works to minimize the impact of disasters on the people, property, economy, and environment of Benton County through comprehensive disaster planning, preparedness education, training, and resource coordination.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

As outlined in both counties' Natural Hazard Mitigation Plans, instances of flood, drought, wildfires, and severe weather can severely impact the region. Listed below are vulnerabilities indicated in the reports.

- Droughts would impact the agricultural and water transportation industry, disrupting local economies.
- Severe weather events can impact power sources, cause debris, and stress infrastructure and transportation, causing damage to personal property and municipal facilities.
- Floods bring risks of landslides, as well as damage to infrastructure, roads, and personal property.
- Wildfires threaten the health and safety of people and can cause displacement and damage to homes and property.

As the risk of climate-related hazards increases, so does the vulnerability of low- and moderate-income households. Low- and moderate-income households may not have the means to evacuate hazardous situations or have the ability to recover quickly. For instance, low- and moderate-income households may be less likely to carry flood insurance.

To mitigate risks to low- and moderate-income households, Benton County Emergency Services maintains a Comprehensive Emergency Management Plan, which includes specific procedures as it pertains to mass sheltering.

STRATEGIC PLAN

SP-05 Overview

Strategic Plan Overview

The Strategic Plan outlines Kennewick's goals, objectives, and specific strategies to work towards those goals and objectives over the next five federal fiscal years.

The Strategic Plan is comprised of nine sections:

- Geographic Priorities
- Priority Needs
- Influence of Market Conditions
- Anticipated Resources
- Institutional Delivery Structure
- Goals
- Lead-Based Paint Hazards
- Anti-Poverty Strategy
- Monitoring

The three cities work together to prepare and submit the Consolidated Plan, because they formed a HOME Consortium in order to receive HOME funds. Richland serves as the lead entity for the HOME Consortium and receives and administers HOME funds on behalf of all three cities. Each city directly receives its own separate allocations of CDBG funds. This Strategic Plan includes priority needs and goals for the use of Kennewick's CDBG allocation.

This five-year strategic plan sets the framework for projects and activities in Kennewick over the next five years. The three cities have identified a common set of priority needs for affordable housing and community development. There is one common goal framework for the use of HOME and CDBG funds. For CDBG, the cities share a common goal framework, but activities under each overarching goal vary based on the specific priorities within each city.

Three priority needs were identified by the three cities:

- The need for affordable housing creation, preservation, access and choice.
- The need for community, neighborhood and economic development.
- The need for supportive public services.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

The SP-10 Geographic Priorities section of the Consolidated Plan provides insight into how priority needs are selected and investments are allocated.

Geographic Area

There are no specific geographic priority areas established in this Consolidated Plan. All funds will be utilized in eligible areas city-wide.

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

Kennewick allocates funds to address strategies under the three overarching goal areas:

- Affordable housing choice.
- Community and economic development.
- Public services.

Investments are distributed throughout Kennewick and allocations are determined through the use of low- and moderate-income population data, and other data, as applicable.

Rehabilitation of older housing stock was determined to be a priority for all three cities through quantitative and qualitative data analysis. The 2022 ACS data indicates that a significant percentage of housing structures in the Tri-Cities was built prior to 1980 and may need health and safety upgrades. Stakeholders noted that, oftentimes, Section 8 voucher recipients have difficulty finding units that meet the habitability criteria set by HUD due to poor unit conditions. Additionally, stakeholders note the limited amount of accessible housing available in the Tri-Cities. Thus, ensuring current affordable housing stock is not lost due to health and safety concerns and is accessible to people with physical disabilities is a priority.

The cities will also continue to take advantage of opportunities to improve downtown areas, in deteriorated areas. Stakeholders note that as public facilities continue to age, they require a greater degree of maintenance and rehabilitation. Additionally, stakeholders identified a need for greater job opportunities, affordable housing for workers, increased connectivity to job sites, and pathways for small businesses. Improvements to the vitality and viability of each city's downtown region will help to attract and promote businesses that will potentially result in jobs for lower-income residents and improve connectivity. All three cities have and will continue to focus local and other resources on rebuilding the downtown areas.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

The SP-25 Priority Needs section of the Consolidated Plan provides greater detail into the goals outlined in the Strategic Plan.

Table 13—Priority Need 1: Affordable Housing Choice

Prompt	Description
Priority Level:	High
Description:	Kennewick will work to preserve and expand the supply of affordable housing by funding activities such as homeowner and rental rehab.
Population Served:	Income Level ☒ Extremely Low ☒ Low ☒ Moderate ☐ Middle Family Types ☒ Large Families ☒ Families with Children ☒ Elderly ☒ Public Housing Residents

Prompt	Description
Population Served (Continued)	Homeless ☐ Rural ☒ Chronic Homelessness ☒ Individuals ☒ Families with Children ☒ Mentally Ill ☒ Chronic Substance Abuse ☒ Veterans ☒ Persons with HIV/AIDS ☒ Victims of Domestic Violence ☒ Unaccompanied Youth Non-Homeless Special Needs ☒ Elderly ☒ Frail Elderly ☒ Persons with Mental Disabilities ☒ Persons with Physical Disabilities ☒ Persons with Developmental Disabilities ☒ Persons with Alcohol or Other Addictions ☒ Persons with HIV/AIDS and their Families ☒ Victims of Domestic Violence ☐ Non-Housing Community Development ☐ Other
Target Areas Affected:	Not targeted
Associated Goals:	☒ G1: Increase and preserve affordable housing choices ☐ G2: Community, neighborhood, and economic development ☐ G3: Public services

Prompt	Description
Describe Basis for Relative Priority:	The most recent CHAS estimates from 2020 indicate that 53 percent of Tri-Cities residents were housing cost burdened, or severely housing cost burdened. Stakeholders and community members confirmed through consultation that the lack of accessible, affordable housing available in the Tri-Cities is a high priority, as detailed in the Needs Assessment and Market Analysis. Low vacancy rates, limited affordable housing developers, and a lack of accessible units in the region emphasize the need to preserve current affordable housing stock through rehabilitation.

Table 14—Priority Need 2: Community and Economic Development

Prompt	Description
Priority Level:	High
Description:	Kennewick will support investments in low-income communities to ensure access to thriving, connected, and inclusive communities by funding activities such as public facility rehabilitation, community development, infrastructure improvements, façade improvements, and other non-housing public services.
Population Served:	Income Level ☒ Extremely Low ☒ Low ☒ Moderate ☒ Middle Family Types ☒ Large Families ☒ Families with Children ☒ Elderly ☒ Public Housing Residents Homeless ☐ Rural ☐ Chronic Homelessness ☐ Individuals ☐ Families with Children ☐ Mentally Ill ☐ Chronic Substance Abuse ☐ Veterans ☐ Persons with HIV/AIDS ☐ Victims of Domestic Violence ☐ Unaccompanied Youth

Prompt	Description
Population Served (Continued)	Non-Homeless Special Needs ☒ Elderly ☒ Frail Elderly ☒ Persons with Mental Disabilities ☒ Persons with Physical Disabilities ☒ Persons with Developmental Disabilities ☐ Persons with Alcohol or Other Addictions ☐ Persons with HIV/AIDS and their Families ☐ Victims of Domestic Violence ☒ Non-Housing Community Development ☐ Other
Target Areas Affected:	Not targeted
Associated Goals:	☐G1: Increase and preserve affordable housing choices ☒G2: Community, neighborhood, and economic development ☐G3: Public services
Describe Basis for Relative Priority:	Stakeholders and community members noted during consultation sessions and surveys that there is a high demand for public services and facilities, particularly parks and recreation. As community buildings continue to age, there is a greater need for maintenance for these spaces. Additionally, stakeholders noted sidewalk improvements, particularly to ADA compliance and accessibility, are noted Consortium needs.

Table 15—Priority Need 3: Public Services

Prompt	Description
Priority Level:	High
Description:	Kennewick will support individuals and families by investing in housing and supportive services to increase self-sufficiency and wellbeing among low and moderate-income households in Kennewick.
Population Served:	Income Level ☒ Extremely Low ☒ Low ☒ Moderate ☐ Middle Family Types ☒ Large Families ☒ Families with Children ☒ Elderly ☒ Public Housing Residents Homeless ☐ Rural ☒ Chronic Homelessness ☒ Individuals ☒ Families with Children ☒ Mentally Ill ☒ Chronic Substance Abuse ☒ Veterans ☒ Persons with HIV/AIDS ☒ Victims of Domestic Violence ☒ Unaccompanied Youth

Prompt	Description
Population Served (Continued)	Non-Homeless Special Needs ☒ Elderly ☒ Frail Elderly ☒ Persons with Mental Disabilities ☒ Persons with Physical Disabilities ☒ Persons with Developmental Disabilities ☒ Persons with Alcohol or Other Addictions ☒ Persons with HIV/AIDS and their Families ☒ Victims of Domestic Violence ☐ non-Housing Community Development ☐ Other
Target Areas Affected:	Not targeted
Associated Goals:	☐ G1: Increase and preserve affordable housing choices ☐ G2: Community, neighborhood, and economic development ☒ G3: Public services
Describe Basis for Relative Priority:	Housing and supportive service providers noted through outreach efforts that the demand for services is higher than what organizations have the capacity to address. As housing costs continue to increase, the number of households requesting supportive services will likely increase as well.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

The SP-30 Influence of Market Conditions section of the Consolidated Plan describes the characteristics of the housing market as it relates to the Tri-Cities priority needs.

Overall, as detailed in the Needs Assessment and Market Analysis, rising rents, low vacancy rates, and lack of affordable housing development have characterized the Tri-Cities housing market. As a result, many low- and moderate-income households live in unaffordable or substandard units. Table 16 outlines various market characteristics that influence affordable housing programs in the Tri-Cities.

Table 16—Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will Influence the Use of Funds Available for Housing Type
Tenant Based Rental Assistance (TBRA)	Low vacancy rates and rising rents have increased the competition for affordable rental units, particularly among low-income renters. As a result, securing a rental unit in the private market can be a significant challenge. During consultation sessions, stakeholders noted that, because of increasing prices, service providers have a limited portfolio of housing options to offer clients. These factors will likely increase the need for TBRA.
TBRA for Non-Homeless Special Needs	Many of the same market constraints, including low vacancy rates and rising rents, that impact TBRA programs also impact rental assistance for special needs populations, including seniors, victims of gender-based violence, and people with disabilities. Data analysis indicated that, for instance, many households with at least one senior experience housing cost burden. For TBRA programs, a deeper subsidy level may be needed to serve vulnerable populations.
New Unit Production	Stakeholders noted in the consultation sessions that there are a limited number of affordable housing developers in the Tri-Cities. Stakeholders cite the lack of incentives and funding as primary reasons for the lack of affordable housing construction. In addition, for both new unit production and rehabilitation, the cost of labor in the area will increase slightly along with the cost of living as the area continues to grow in population and economic opportunities. This increased labor cost, coupled with the lack of affordable housing developers in the region, will impact the feasibility of certain projects and the quantity possible.

Affordable Housing Type	Market Characteristics that will Influence the Use of Funds Available for Housing Type
Rehabilitation	The Tri-Cities currently fund programs for housing repair and rehabilitation. In recent years, there continues to be a high demand for housing rehabilitation and repair assistance. Stakeholders note the need to repair public housing and assisted units.
Acquisition, Including Preservation	Stakeholders noted in the consultation sessions that there is limited land for development. The demand for housing and land in the region continues to increase, and this demand will drive prices upward.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The SP-35 Anticipated Resources section of the Consolidated Plan identifies the federal, state, local, and private resources expected to be available to Kennewick to address the priority needs outlined in the Strategic Plan.

The City of Kennewick receives CDBG funds for use within the city in the approximate annual amount of **\$550,000**.

The Anticipated Resources table below describes this funding source.

Anticipated Resources

Table 17—Anticipated Resources: Kennewick

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public — Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$550,000	\$10,000	\$0	\$560,000	\$2,240,000	CDBG funds leverage local, state, and federal funds. Agencies are able to combine funding sources in order to provide a wider range of services to the community.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

HOME and CDBG funds are important resources in the community and are used in conjunction with local, state, other federal and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address the needs and goals outlined in this plan and in meeting the needs of the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state and federal funds such as United Way, Washington State Housing Trust Funds, ESG, housing and homeless funds generated by recording fees and county or city general funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

The SP-40 Institutional Delivery Structure section of the Consolidated Plan summarizes information gathered through stakeholder and community engagement and existing reports on the institutional delivery structure in the Tri-Cities. The institutional delivery structure includes entities that will carry out the objectives outlined in the Strategic Plan for CDBG.

Table 17—Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Kennewick	Government	Economic Development Non-homeless Special Needs Ownership Planning Neighborhood Improvements Public Facilities Public Services	Jurisdiction

Assess of Strengths and Gaps in the Institutional Delivery System

Tri-Cities HOME and CDBG staff work with various nonprofit and governmental agencies during the planning, project proposal, and implementation stages of the programs. While the City of Richland is the lead entity, it relies heavily on the staff of the other two cities for support in the HOME program. Each city is responsible for all functions of its CDBG program.

The following strengths, challenges, and gaps summarize key themes from outreach efforts as well as existing Tri-Cities plans, studies, and reports related to the Consortium’s institutional delivery structure. The following lists are not exhaustive, but include strengths, challenges, and gaps as they relate to the Consolidated Plan.

Strengths

- Efficient collaboration between the three jurisdictions to administer HOME funds.
- Strong local and regional partnerships to collaborate on programs and initiatives that benefit low- and moderate-income people and reduce administrative burden.

Challenges

- Limited capacity among housing and human services providers to meet the needs of the community.
- Limited funding for service providers to hire and retain qualified staff.

- Limited affordable housing developers in the region.
- Private sector housing options, which used to serve as part of service providers' portfolios, are becoming too expensive or unavailable to utilize.
- Housing voucher waitlists rarely open or close within days due to high demand.
- The ending of the Treasury Rental Assistance Program and state-funded Eviction Rental Assistance Program left a gap in resources.

Gaps

- Lack of transitional housing options.
- Need for low-barrier shelter options.
- Limited shelter options for men and adolescent boys means families may have to separate across shelters.
- Need to expand language options for housing and human services providers, particularly Ukrainian, Burmese, and Spanish.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

The member cities of the Consortium direct public service funding to services for people experiencing homelessness or who are at risk of experiencing homelessness. There are no-known providers in the Tri-Cities that provide homeless prevention services targeted to people with HIV or AIDS.

Table 19.1—Homeless Prevention Services Summary (Homelessness Prevention Services)

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Counseling/Advocacy	YES	YES	NO
Legal Assistance	YES	YES	NO
Mortgage Assistance	YES	NO	NO
Rental Assistance	YES	YES	NO
Utilities Assistance	YES	NO	NO

Table 19.2—Homeless Prevention Services Summary (Street Outreach Services)

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Law Enforcement	NO	NO	NO
Mobile Clinics	NO	NO	NO
Other Street Outreach Services	YES	YES	NO

Table 19.3—Homeless Prevention Services Summary (Supportive Services)

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Alcohol & Drug Abuse	YES	YES	NO
Child Care	YES	YES	NO
Education	YES	YES	NO
Employment and Employment Training	YES	YES	NO
Healthcare	YES	YES	NO
HIV/AIDS	YES	YES	NO
Life Skills	YES	YES	NO
Mental Health Counseling	YES	YES	NO
Transportation	YES	YES	NO

Table 19.4—Homeless Prevention Services Summary (Other)

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Other	NO	NO	NO

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Benton Franklin CoC operates the Housing Resource Center, which serves as the Coordinated Entry point for the Tri-Cities. As outlined in the Benton & Franklin Counties Five-Year Plan to End Homelessness (2020–2025), the Housing Resource Center is designed to allow anyone in need of assistance and be assessed in a standard and consistent manner. Upon assessment, the Housing Resource Center prioritizes households based on need. People who are chronically homeless, fleeing violence, unsheltered homeless, sheltered homeless, and veterans, among others, comprise the highest need. Households are then referred to the appropriate programs among the network of homeless services in the two counties. As stated in this section, there are strong, inter-organizational partnerships in the Tri-Cities that coordinate to address the needs of people experiencing homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

Listed below are the strengths and gaps identified by stakeholders during outreach efforts and in existing Tri-Cities plans and reports regarding the service delivery system for special needs populations and persons experiencing homelessness.

Strengths

- The Housing Resource Center serves as an accessible vehicle by which households can obtain services.
- Consistent use of a prioritization tool promotes fair and equitable access to services.
- The County Human Services Department employs a regular outreach team to people experiencing homelessness in the community.
- The CoC runs internal programs to fill gaps in the housing system.

Gaps

- There is a lack of transitional housing options.
- Need for more low-barrier shelter options and options for various family types.
- The demand for services is higher than what most providers have the capacity accommodate.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Kennewick will continue to participate in cross-jurisdictional efforts to improve the institutional structure and reduce gaps in the service system. This includes participation in the Benton Franklin CoC, Benton County Human Services Department, involvement with housing authorities, and continued efforts to foster cooperation and focused coordination of funding and administrative efforts.

Additionally, the Benton & Franklin Counties Five Year Plan to End Homelessness (2020–2025) includes five objectives to improve system delivery and reduce homelessness in the community. They are:

- Quickly identify and engage people experiencing homelessness under the state definition, and all unaccompanied youth under any federal definition, through outreach and coordination between every system that encounters people experiencing homelessness.
- Prioritization of homeless housing for people with the highest needs.
- Operate an effective and efficient homeless crisis response housing system that swiftly moves people into stable housing.
- Projection of the impact of the fully implemented local plans on the number of households housed and the number of households left unsheltered, assuming existing resources and state policies.
- Address racial disparities among people experiencing homelessness.

SP-45 Goals - 91.415, 91.215(a)(4)

The SP-45 Goals section of the Consolidated Plan summarizes the priorities and specific goals Kennewick will set for the next five funding years.

Goals Summary Information

Table 20—Goal 1: Affordable Housing Choice

Prompt	Description
Description:	Kennewick will work to preserve and expand the supply of affordable housing by funding activities such as homeowner and rental rehab.
Category:	☒ Affordable Housing ☐ Public Housing ☐ Homeless ☐ Non-Homeless Special Needs ☐ Non-Housing Community Development ☐ Other:
Start Year:	2025
End Year:	2029
Outcome:	☒ Availability/Accessibility ☒ Affordability ☐ Sustainability
Objective:	☐ Create suitable living environments ☒ Provide decent affordable housing ☐ Create economic opportunities
Geographic Areas Included:	None
Priority Needs Addressed:	☒ PN-1: Affordable Housing Choice ☐ PN-2: Community and Economic Development ☐ PN-3: Public Services
Funding Allocated:	CDBG: \$0
Goal Outcome Indicator:	Homeowner Housing Rehabilitated: 4 housing units Rental Units Rehabilitated: 0 housing units Housing Code Enforcement/Foreclosed Property Care: 5 households assisted

Table 21—Goal 2: Community, Neighborhood, and Economic Development

Prompt	Description
Description:	Kennewick will support investments in low-income communities to ensure access to thriving, connected, and inclusive communities by funding activities such as public facility rehabilitation, community development, infrastructure improvements, façade improvements, and other non-housing public services.
Category:	☐ Affordable Housing ☐ Public Housing ☐ Homeless ☐ Non-Homeless Special Needs ☒ Non-Housing Community Development ☐ Other:
Start Year:	2025
End Year:	2029
Outcome:	☐ Availability/Accessibility ☐ Affordability ☒ Sustainability
Objective:	☒ Create suitable living environments ☐ Provide decent affordable housing ☐ Create economic opportunities
Geographic Areas Included:	None
Priority Needs Addressed:	☐ PN-1: Affordable Housing Choice ☒ PN-2: Community and Economic Development ☐ PN-3: Public Services
Funding Allocated:	CDBG: \$1,837,500
Goal Outcome Indicator:	Public Facility or Infrastructure Activities other than Low- and Moderate-Income Housing: 7,500 persons assisted Façade Treatment/Business-Building Rehabilitation: 5 businesses

Table 22—Goal 3: Public Services

Prompt	Description
Description:	Kennewick will support individuals and families by investing in housing and supportive services to increase self-sufficiency and wellbeing among low and moderate-income households in Kennewick.
Category:	☐ Affordable Housing ☐ Public Housing ☐ Homeless ☒ Non-Homeless Special Needs ☐ Non-Housing Community Development ☐ Other:
Start Year:	2025
End Year:	2029
Outcome:	☒ Availability/Accessibility ☐ Affordability ☐ Sustainability
Objective:	☒ Create suitable living environments ☐ Provide decent affordable housing ☐ Create economic opportunities
Geographic Areas Included:	None
Priority Needs Addressed:	☐ PN-1: Affordable Housing Choice ☐ PN-2: Community and Economic Development ☒ PN-3: Public Services
Funding Allocated:	CDBG: \$412,500
Goal Outcome Indicator:	Public Services other than Low- and Moderate-Income Housing: 500 persons assisted

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

An estimated one household will be assisted in the 2025 program year in the HOME homebuyer assistance program. Thirty households from Kennewick, Pasco and Richland will be served with the TBRA program. Two homeowner rehabilitation programs are targeted for the 2025 program year.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

The SP-65 Lead-based Paint Hazards section of the Consolidated Plan describes the actions taken to reduce lead-based paint hazards.

Actions to address LBP hazards and increase access to housing without LBP hazards

A substantial share of housing in each of the three cities is older and more at risk of having lead paint hazards, which is particularly true of older units in poor maintenance, such as those in lower-income neighborhoods.

Each city will continue to create community awareness as an important component of reducing lead hazards. Education efforts focus on actions to take when rehabilitating or remodeling a home and steps to take if exposure to lead hazards is suspected. Each city will make those materials easily available in pamphlet form, via available links on websites, and in planning and building departments. All materials may be made available in several languages. The cities actively promote safe work practices and information for residents and contractors.

How are the actions listed above related to the extent of lead poisoning and hazards?

Information is made available to the community, being distributed to all city contractors and planning and building departments. Applicants for down-payment assistance programs and housing renovation are provided the materials and given counseling on lead-safe practices and hazards.

How are the actions listed above integrated into housing policies and procedures?

The cities use Lead-based Paint Safe Checklists to evaluate the applicability of the lead safe housing rule to projects funded with CDBG and HOME funds. The cities work with approved contractors to perform testing to identify lead based-paint hazards and will assure compliance after remediation work through risk assessments and clearance exams.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

The SP-70 Anti-Poverty Strategy section of the Consolidated Plan describes the actions taken to reduce poverty.

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Each of the three Consolidated Plan goals has the aim to reduce the number of households in poverty, in addition to providing relief from the financial burdens of poverty. The goal to increase and preserve affordable housing choices (particularly rental housing) will remove some of the burden of cost, increase housing safety, and result in housing stability for some Tri-Cities households. Assisting households in meeting their housing needs often frees up that household to focus energy and resources on job skills, work opportunities, and educational opportunities.

To the extent physical environments are improved, streets and roads are made safer and more amenable to multiple modes of transportation, and people feel safer on their streets and downtown, the community is more attractive to new residents and new businesses/workers. The three cities will continue to explore ways to use CDBG funds to support programs that help employ persons in poverty, such as the Pasco Specialty Kitchen, and to invest in training and support for new and existing businesses that provide quality jobs to the region. Supportive services offer the opportunity to make choices about self-sufficiency and a way out of poverty and the contributing circumstances (e.g., domestic violence, mental illness, loss of employment, illness).

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The Tri-Cities Consolidated Plan focuses on meeting the needs of lower-income people and neighborhoods. Kennewick will use CDBG funds to support low- and moderate-income families while supporting broader community-wide strategies to increase self-sufficiency and increase economic opportunities.

The CDBG program staff are active participants in CoC meetings, where needs, resources, and strategies are regularly discussed and coordinated. Each of the three cities has its own Comprehensive Plan, and each of those plans each considers the cities as part of the region as a whole. Both Benton and Franklin counties continue to expand their housing, behavioral health, and supportive service systems. Notably, this includes continued work on the Coordinated Entry System that increases efficiencies and outcomes of the CoC in the region.

Kennewick will continue to coordinate with Kennewick Housing Authority to support opportunities to expand voucher programs and maintain capacity to assist lowest-income households. Over the years, a close, cooperative relationship between the Benton Franklin Community Action Committee allows the cities to support a coordinated effort to reduce burdens for those living in poverty.

SP-80 Monitoring - 91.230

The SP-80 Monitoring section of the Consolidated Plan describes the standards and procedures the Tri-Cities will use to monitor its housing and community development projects.

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City of Richland is responsible for monitoring Richland CDBG and HOME Consortium program subrecipients. The Cities of Kennewick and Pasco are responsible for their respective CDBG program subrecipients. All are responsible for ensuring compliance with all federal, state, and local rules, regulations and laws.

Monitoring is accomplished through on-site monitoring, desk monitoring, written correspondence, and phone conversations. Technical assistance is offered throughout the year, both to new sub-recipients and existing subrecipients. Subrecipients are required to provide written quarterly reports to identify progress made in the program and how funds have been used.

Housing projects funded by CDBG or HOME programs are typically made as loans documented by recorded deeds of trust, promissory notes, and other contractual loan agreements. These documents establish the obligations for compliance with CDBG or HOME regulations. All housing projects are required to secure building permits and comply with zoning and building code requirements. Housing units are inspected, and corrections are required to meet building codes as part of the permitting process. HOME funded projects to purchase existing units receive an on-site housing quality standards inspection and visual paint inspection. Specific language is in the written contractual agreement and Deeds of Trust to ensure the assisted unit complies with affordability requirements.

A performance measurement system to determine the impact federal dollars are making in the community assists in monitoring program and subrecipient performance. These actions identify potential areas of concern and assist in making necessary changes to ensure programs operate efficiently and effectively. The cities do not monitor grants or loans awarded directly to other entities by HUD or other federal or non-federal agencies.

ANNUAL ACTION PLAN

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The Annual Action Plan is comprised of six sections:

- Expected Resources
- Annual Goals and Objectives
- Projects
- Geographic Distribution
- Other Actions
- Program Specific Requirements

Together, these sections guide the investment of federal housing and community development funds for the program year operating from January 1 to December 31, 2025. As a recipient of federal funding from HUD, Kennewick receives an annual entitlement, or formula grant, from the CDBG. Kennewick received the following grant amount for the 2025 program year period.

- CDBG: \$550,000

As each of the three cities shares a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, Kennewick intends to use these funds to further the three primary goals listed in the Consortium's 2025–2029 Consolidated Plan which include:

- Affordable housing choice.
- Community and economic development.
- Public services.

Anticipated Resources

Table 23—Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public — federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$550,000	\$10,000	\$0	\$560,000	\$2,240,000	Fiscal year 2025 allocation amount

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

CDBG and HOME funds are important resources in the community and are used in conjunction with local, state, other federal and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address the needs and goals outlined in this plan and to meet the needs of the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state and federal funds such as United Way, Washington State Housing Trust Funds, ESG, housing and homeless funds generated by recording fees and county or city general funds.

Each city, as a HOME Consortium participant, is required to match HOME funds. That match is met using city general funds or other non-federal funds, and land made available at a reduced cost (below appraised value), in the form of reduced financing fees from lenders and appraisers, grants for affordable housing from nonfederal sources, donated construction/housing materials and volunteer labor.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Not applicable.

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

The AP-20 Annual Goals and Objectives section of the Consolidated Plan summarizes the specific goals and actions Kennewick will undertake during the program year. Kennewick has identified the following three goals to guide its CDBG funding over the next year.

Goals Summary Information

Table 24—Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and preserve affordable housing choices	2025	2029	Affordable Housing	N/A	Affordable housing choice	CDBG: \$0	Homeowner housing rehabilitated: 0 housing units Rental units rehabilitated: 0 housing units Housing code enforcement/Foreclosed property care: 0 housing units
2	Community, neighborhood & economic development	2025	2029	Non-Housing Community Development	N/A	Community & economic development	CDBG: \$367,500	Public facility or infrastructure activities other than low-/moderate-income housing benefit: 1,500 persons assisted Facade treatment/business-building rehabilitation: 1 business
3	Public Services	2025	2029	Public Services	N/A	Public Services	CDBG: \$82,500	Public service activities other than low-/moderate-income housing benefit: 100 persons assisted

Goal Descriptions

Table 25—Goal Names and Descriptions

Goal Name	Goal Description
Increase and preserve affordable housing choices	Kennewick will work to preserve and expand the supply of affordable housing by funding activities such as homeowner and rental rehab.
Community, neighborhood & economic development	Kennewick will support investments in low-income communities to ensure access to thriving, connected, and inclusive communities by funding activities such as public facility rehabilitation, community development, infrastructure improvements, and other non-housing public services.
Public services	Kennewick will support individuals and families by investing in housing and supportive services to increase self-sufficiency and wellbeing among low and moderate-income households in Kennewick.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The AP-35 Projects section of the Consolidated Plan describes how funds will be used to support the goals and priorities identified in previous sections of this Consolidated Plan. Projects and activities are carefully chosen. CDBG projects go through a competitive process, ensuring the maximum effectiveness in the use of federal grant funds.

Table 26 —Project Information

#	Project Name
1	Administration
2	Infrastructure
3	Public Services
4	Decent Housing
5	Façade Treatment

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

Funding priorities are consistent with those stated in the Strategic Plan. The City of Kennewick intends to maximize the use of limited resources to ensure the highest benefit within the capacity to administer the program. Given the significant increase in housing needs, including the lack of accessible housing units, the City of Kennewick will prioritize rehabilitation efforts in the community. High priority is also placed on projects that would enhance the economic opportunities of residents.

Whenever feasible, projects that leverage additional funds or are coordinated with community partners are emphasized and given priority. The city does not anticipate obstacles to meeting the underserved needs addressed in the projects.

AP-35 Project Summary

The AP-35 Project Summary provides greater detail into the specific projects Kennewick will undertake in FY2025.

Project Summary Information

Table 27—Project Information

#	Project Information	Details
1	Project Name:	Administration
1	Target Area:	N/A
1	Goals Supported:	Increase and Preserve Affordable Housing Choice Community, Neighborhood, and Economic Development Public Services
1	Needs Addressed:	Affordable Housing Choice Community and Economic Development Homelessness Intervention and Public Services
1	Funding:	CDBG: \$110,000
1	Description:	Fund necessary for staff to administer, manage and monitor the implementation of CDBG funds and associated federal regulations. Administration funding will include 20 percent of eligible program income.
1	Target Date:	12/31/2025
1	Estimate the number and type of families that will benefit from the proposed activities:	N/A
1	Location Description	210 W 6th Avenue Kennewick, WA 99336
1	Planned Activities	CDBG funding will be provided to support administration, management, and monitoring. Responsibilities include but are not limited to activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure are also included. Should program income be generated through the program year, the City will apply 20 percent of the amount to address administrative expenses incurred through the program year.
2	Project Name:	Infrastructure
2	Target Area:	N/A
2	Goals Supported:	Community, Neighborhood, and Economic Development
2	Needs Addressed:	Community and Economic Development

#	Project Information	Details
2	Funding:	CDBG: \$343,500
2	Description:	Support costs including project delivery of public facility and infrastructure improvements.
2	Target Date:	12/31/2025
2	Estimate the number and type of families that will benefit from the proposed activities:	1,500 persons assisted
2	Location Description	TBD
2	Planned Activities	Activities include public facility improvement to neighborhoods and parks, including staff costs for project delivery.
3	Project Name:	Public Services
3	Target Area:	N/A
3	Goals Supported:	Public Services
3	Needs Addressed:	Public Services
3	Funding:	CDBG: \$82,500
3	Description:	Public Service funded activities to carry out opportunities to low-income clientele, including City staff costs for program delivery.
3	Target Date:	12/31/2025
3	Estimate the number and type of families that will benefit from the proposed activities:	100
3	Location Description	Scattered
3	Planned Activities	Administration, project delivery, monitoring, reporting and management of contract and activity.
4	Project Name:	Decent Housing
4	Target Area:	N/A
4	Goals Supported:	Increase and Preserve Affordable Housing Choice
4	Needs Addressed:	Affordable Housing Choice
4	Funding:	CDBG: \$0
4	Description:	Support health- and safety-related minor home repairs for CDBG-eligible low- and moderate-income homeowners and renters and code enforcement activities, including staff costs for program delivery.
4	Target Date:	12/31/2025

#	Project Information	Details
4	Estimate the number and type of families that will benefit from the proposed activities:	9
4	Location Description	Scattered
4	Planned Activities	Staff support including marketing efforts application intake, review and assess required repairs from eligible homeowners, implement qualifying minor repairs, repairs that will be necessary to maintain occupancy health and safety, maintaining good supply of housing for HOME eligible population.
5	Project Name:	Façade Treatment
5	Target Area:	N/A
5	Goals Supported:	Community, Neighborhood, and Economic Development
5	Needs Addressed:	Community and Economic Development
5	Funding:	CDBG: \$24,000
5	Description:	Support costs to provide façade treatment to businesses, including staff costs for program delivery.
5	Target Date:	12/31/2025
5	Estimate the number and type of families that will benefit from the proposed activities:	5 businesses
5	Location Description	TBD
5	Planned Activities	Façade treatment to businesses, including staff costs for program delivery.

AP-50 Geographic Distribution - 91.420, 91.220(f)

The AP-50 Geographic Distribution section of the Consolidated Plan identifies geographic target areas for CDBG funds.

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

No specific geographic target areas have been identified. Kennewick CDBG funds will be available to assist lower-income residents within Kennewick city limits with priority placed on those activities that provide a benefit in the oldest neighborhoods of Kennewick.

Geographic Distribution

Table 28 —Geographic Distribution

Target Area	Percentage of Funds
N/A	N/A

Rationale for the priorities for allocating investments geographically

N/A.

AP-85 OTHER ACTIONS - 91.420, 91.220(K)

Introduction

The AP-85 Other Actions section of the Consolidated Plan describes the actions Kennewick will take to meet the needs of low- and moderate-income households in the city.

One of the challenges to meeting underserved needs by any one group is the lack of staff capacity, financial resources, and supportive services necessary to address all needs. All three cities attend, support and are active members of the CoC, an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin counties. The CoC uses a Coordinated Entry System that is fully implemented and aims to create efficiencies in the service provider network by not duplicating services and matching those in need of services to those organizations most suited to meet those needs.

Actions planned to address obstacles to meeting underserved needs

Decent housing can be made available to those below 30 percent of the median income by joining forces with community advocates such as the Benton Franklin Home Base Housing Network, Benton Franklin Community Action Committee and the Department of Human Services to provide affordable housing for this underserved population. Typical projects to meet this goal would be family shelters, domestic violence shelters, developmentally disabled and chronically mentally disabled housing, elderly housing, migrant farmworker housing, homeless prevention rapid rehousing programs and state and local housing trust funds. The City supports the efforts of local non-profit agencies to meet the needs of underserved populations.

Actions planned to foster and maintain affordable housing

The City will continue to support the efforts of various nonprofit agencies, housing authorities and community housing development organizations to provide affordable housing opportunities for special needs populations through CDBG funds. Rehabilitation priority is given by the City and by the Benton Franklin Community Action Committee's Energy-Efficient Healthy House Program to those homes occupied by frail elderly or homeowners and renters with disabilities. City staff will be available to help identify potential funding sources and provide technical assistance within staff capacity and will remain receptive to forming partnerships with other entities to ensure vulnerable populations can reside in decent, safe housing.

Actions planned to reduce lead-based paint hazards

The City will provide education on lead-based paint including information on Safe Work Practices, actions to take when rehabbing or remodeling a home, and steps to take if exposure to lead hazards is suspected.

The pamphlets "Renovate Right" and "Protect Your Family from Lead in Your Home" published by the Washington Department of Commerce and Environmental Protection Agency will be distributed to all potential housing clients and be available via online links from the City's website.

In compliance with Program Update 05-11, the LBP Safe Checklist is utilized to evaluate the applicability of the lead safe housing rule to CDBG and HOME funded projects. The City will work with pre-qualified contractors to perform testing as necessary to identify lead hazards and ensure compliance after remediation work through clearance exams as required for persons assisted with CDBG or HOME funds.

Actions planned to reduce the number of poverty-level families

The activities outlined in this plan will work to increase economic opportunities in the Tri-Cities area. Through working with local businesses and creating needed infrastructure and facilities updates or maintenance, the cities are working to increase the number of opportunities for financial security in the area.

Also, each City funds public services that increase capacity for local non-profit service organizations that work directly with low-income households with the aims of first creating stability and then working to identify opportunities to transition out of poverty.

Actions planned to develop institutional structure

The City will pursue various activities outlined in the 2025–2029 Consolidated Plan to strengthen and coordinate actions with housing, nonprofit, and economic development agencies. Staff will continue to participate in the CoC Task Force to assist in the coordination of government agencies, nonprofit organizations, housing developers, social service providers, and Continuum of Care providers to meet the needs of homeless individuals and families. Kennewick staff will participate in the Point-in-Time Count, used to measure community trends and shifts that are impacting those individuals and families experiencing homelessness.

Actions planned to enhance coordination between public and private housing and social service agencies

The City supports efforts by agencies to apply for or leverage other funding sources that might become available during the year. City staff will be available to provide some technical assistance support of projects that meet a Housing and Community Development need as identified in the 2020–2024 Consolidated Plan and will assist organizations in applying for funds from other local, state or federal resources within staff capacity.

Discussion

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table in the AP-35 Projects section of the Annual Action Plan. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Description	Amount
1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements.	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities.	0
Total Program Income	\$0

Other CDBG Requirements

Description	Amount
1. The amount of urgent need activities.	N/A
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit—A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

Council Agenda Coversheet 	Item Number: 7.a. Date: 1/21/2025 Item Type: Contract/Agreement/Lease Subject: Contract: 2025-2027 Collective Bargaining Agreement - Kennewick Police Support Services Association (KPSSA) Department: Executive Services	Category:
<u>Recommendation</u> Staff recommends that Council approve the collective bargaining agreement with the Kennewick Police Support Specialist Association (KPSSA) as presented. <u>Motion for Consideration</u> Motion to approve the collective bargaining agreement with the Kennewick Police Support Services Association (KPSSA) as presented. <u>Summary</u> The previous collective bargaining agreement between the City and KPSSA expired December 31, 2024. The parties have reached a tentative agreement on a successor contract with the following economic terms: Term of agreement: Three years, January 1, 2025, to December 31, 2027. Key economic elements of this agreement include: • Article 26 section 1: The City increase annual clothing allowance from \$550 per employee to \$700 annual clothing allowance per employee • Appendix A: ○ January 1, 2025: 3% Salary Increase ○ January 1, 2026: 3% Salary Increase ○ January 1, 2027: all employees shall receive an increase equal to the June-to-June year over year increase to the CPI-W West B/C cities index with a minimum of 2% and a maximum of 4%. ○ January 1, 2025: Step A from salary schedule shall be removed ○ January 1, 2026: Step F shall be added to the salary schedule and shall be 4% above Step E. <u>Alternatives</u> No alternatives are recommended. <u>Fiscal Impact</u> The economic impact of the agreement is within the bargaining parameters previously authorized by City Council.		
<u>Attachments:</u> 1. Agreement 2. Redline Agreement		

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KENNEWICK POLICE DEPARTMENT POLICE
SUPPORT SPECIALISTS GUILD

AND

CITY OF KENNEWICK

January 1, 2025 - December 31, 2027

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PREAMBLE

The provisions contained herein constitute the entire agreement between the City of Kennewick and the Kennewick Police Department Support Specialists Guild, governing wages, hours and working conditions for those members of the Kennewick Police Department as identified in the Public Employment Relations Commission Certification Case #13271.

Section 1. Productivity. The Employer and the Guild shall work together to meet the operational requirements of the City; to provide the public with efficient, courteous, and professional service; to encourage good attendance of employees; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote and encourage employee training and development as resources allow.

Section 2. Strike Prohibition. During the life of this agreement, employees shall perform their assigned duties to the best of their physical and mental ability. The Guild and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work, or any interference with the efficient operation of the Department.

Section 3. Lock Out Prohibition. Because of the emergency nature of Police Services, the necessity for protection of the lives and property of the community and the essential support functions performed by non-commissioned staff, the City pledges not to cause a lockout of members of the Guild.

ARTICLE 1 - DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Guild" means the Kennewick Police Department Police Support Specialists Guild.
- C. "Employee" means a regular full-time employee and/or part-time employee regularly scheduled to work more than twenty (20) hours per week in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Supervisor" means the Police Chief or a supervisor designated by the Police Chief.
- E. "Bargaining Unit" as used herein shall include all non-commissioned clerical employees of the Kennewick Police Department, but excluding supervisors and confidential employees.
- F. "Department" means the Kennewick Police Department.
- G. "Paid Time Off or PTO" means a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.
- H. "Hours Worked" means only those hours actually worked and excludes any time spent on any type of leave from work, whether paid or unpaid.
- I. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

ARTICLE 2 - RECOGNITION

Section 2.1. Recognition. The employer recognizes the Guild as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article 1, subparagraph "E") for the purpose of establishing wages, hours, and working conditions.

ARTICLE 3 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Except as expressly modified by the specific articles of this Agreement, the Guild recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects.

The Guild recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers; and
2. That the Employer reserves those rights concerning management and operation of the Department which include, but are not limited to the following:
 - a. To recruit, assign, schedule, transfer, or promote members to positions within the Department.
 - b. To suspend, demote, discharge, or take other disciplinary action against members for just cause.
 - c. To determine methods, means, and personnel necessary for conduct departmental work functions.
 - d. To control the Department budget.
 - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department
 - f. To make, alter, and enforce rules, regulations, orders, and policies.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.
 - a. In consideration of these management rights, the Guild is not relinquishing its right to bargain any future mandatory issues as defined by state law.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. This article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 4.2. Work Week. The regular work week shall consist of five (5) eight (8) hour days in each seven (7) day period, which starts at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday. The City may employ a regular work week of four (4) ten (10) hour days within

the same seven (7) day period.

Section 4.3. Work Day. The regular work day shall be eight (8) consecutive hours of work with regular starting and quitting times, except for interruptions for rest periods and unpaid meal periods. The City may employ a regular work day of ten (10) consecutive hours of work, with overtime thresholds appropriately modified, with agreement of the Guild.

Section 4.4. Meal and Rest Periods. Each employee of this Agreement shall be entitled to a sixty (60) or thirty (30) minute unpaid meal period each work shift. Each Employee working day shift shall receive a sixty (60) minute unpaid meal period. Each employee working swing or graveyard shift will receive a thirty (30) minute unpaid meal period. The meal period shall be scheduled as near as possible to the middle of the shift and shall be free of duty calls and responsibilities, unless an emergency situation requires otherwise. In the event any portion of the meal period is interrupted for work purposes, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Each employee covered by this Agreement shall also receive a paid fifteen (15) minute rest period during each half work shift. The rest period shall be free of duty calls and responsibilities unless an emergency situation requires otherwise. In the event the rest period is interrupted, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Section 4.5. Weekly and Daily Overtime. All work that has been specifically authorized by a supervisor and that is performed in excess of the employee's regular work day or work week (as defined in 4.2 and 4.3.) shall constitute overtime.

Section 4.6. Overtime Compensation. Hours of work in excess of eight (8) or ten (10) hours in a scheduled work day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay in accordance with Section 4.8 of this article. In no event will overtime pay or compensatory time result from excess hours worked due to a voluntary change of shifts. However, the City agrees that shifts will not be changed or adjusted to avoid overtime or overtime payments unless mutually agreed between the City and the Guild.

Section 4.7. Overtime Assignments. The City will post a list of overtime opportunities when known, or at least once per quarter, and employees may bid on those overtime assignments. In order to equalize overtime as best as possible, the City will give preference to employees on an equal rotational basis. The City may make an exception when a particular overtime assignment requires unique training, skills, or abilities.

If known overtime opportunities remain unfilled within approximately fourteen (14) days of the scheduled shift, the City may assign required overtime. The City will assign required overtime on an equal rotational basis in reverse order of seniority. The City may make an exception when the required overtime would pose an unreasonable burden to an employee; for example, when the required overtime would interrupt a pre-planned vacation.

The City will generally offer overtime opportunities when necessary to fill up to two shifts in a single work week. However, the City will instead utilize shift changes as defined in section 5.3 when necessary to fill three or more shifts in a single work week in order to prevent unnecessary disruption to City operations or to employee schedules.

In the event that an employee cannot report to work, employees currently working may be held over. The City will attempt to limit hold overs to a total shift duration of twelve (12) hours, whenever possible, while continuing to support Kennewick Police Department operations.

Section 4.8. Compensatory Time.

4.8.1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rate and, where paid, will be paid at the straight time rate. No more than one hundred twenty (120) hours of compensatory time may be accrued or carried over at any one time. Up to 60 hours of the accrued or carried over time can be cashed out and made available the first paycheck in April or August, at the employee's option.

4.8.2. Compensatory time off may be approved by the Police Chief or designee at the convenience of the Department.

4.8.3. It is agreed that all of the accrued or carried over hours identified in 4.8.1 shall be converted to cash, and will be paid to the employee upon separation from employment.

Section 4.9. Overtime Rate Calculation. The overtime rate of pay shall be determined by taking the employee's monthly salary, multiplying by twelve (12) and dividing that total by 2080.

ARTICLE 5 - SHIFT ASSIGNMENTS

Section 5.1. Days Off/Shift Rotation. Bids for shift assignments/days off shall be made annually by seniority. Bids shall take place no later than November 20th of each year. A schedule shall be posted after bidding has been completed.

Changes may be made to annual shift assignments and/or days *off* based on the needs of the employees or the City. If an employee desires to change shift assignments and/or days *off* between bidding cycles, the employee will work with the supervisor to attempt to accommodate the request by mutual agreement. If the request cannot be accommodated by mutual agreement, the employee may submit a request to the Police Chief to consider a mandatory change upon showing of good cause.

If a shift is vacated by an employee for any reason, that shift shall be bid to all members on a seniority basis. Any other shifts vacated as a result of this movement shall also be bid on a seniority basis. If the vacancy occurs on or after November 1st, the Police Chief may elect not to post the vacancy and to fill it during the upcoming bid cycle in order to avoid undue disruption.

Section 5.2. Shift Trades. Subject to the prior approval of the Police Chief or the Police Chiefs authorized designee, employees may make temporary shift trades provided, however, that the Department shall incur no overtime liability resulting therefrom.

Section 5.3. Changes in Work Schedule. It is recognized by the parties that deviations from the normal work schedule will occur from time to time resulting from a number of causes, such as, but not limited to, paid time off, leaves of absence, absenteeism, employee requests, and temporary shortages of personnel (not to exceed 90 days).

When the City initiates temporary shift changes, the City will provide at least ten (10) days notice to affected employees. In the event of a police emergency, the City shall make every attempt to give as much notice as possible. It is also agreed that shift changes will not be made for the exclusive purpose of avoiding overtime.

When the City initiates temporary shift changes, the City will not split an employee's consecutive work days between multiple shifts (day, swing, graveyard shifts) unless the City and the employee mutually agree to the split schedule.

The City and the Guild shall attempt to mutually agree to permanent shift schedule changes and will provide thirty (30) days advance notice to affected employees unless otherwise agreed. If a schedule change is necessary as determined by the Police Chief and supported by good cause but no employee volunteers to the schedule change, the least senior qualified employee shall be transferred.

ARTICLE 6 - DUTY CALL BACK

Section 6.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance of the call back occur less than one (1) hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the appropriate rate of pay, and shall not be subject to the call back minimums provided herein.

Section 6.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee shall receive overtime pay at a rate of one and a half (1 ½) for actual hours worked and remaining hours shall be paid at the employee's regular rate of pay. The employee will be guaranteed a minimum of two (2) hours pay at the overtime rate.

ARTICLE 7 - WORKING OUT OF CLASSIFICATION

Section 7.1. Working In Higher Paid Classifications. If any employee is assigned by the Police Chief or the Police Chiefs designee to perform the duties of a higher paying classification for any portion of a shift, but not less than four (4) hours, the employee shall receive the higher rate of pay for all hours worked in the higher paid classification.

If any employee is assigned or expected to provide bi-lingual assistance for the department, they shall be compensated an additional fifty cents (\$0.50) per hour. This shall be included as a stipend for all dayshift hours worked. This bi-lingual incentive does not apply to swing or graveyard shift employees.

Assignment to a higher classification shall be made at the sole discretion of the Police Chief or the Police Chiefs designee and shall not be subject to the grievance procedure.

ARTICLE 8 - MONTHLY SALARIES

Section 8.1. Pay Day. The City will pay employees on a twice monthly basis. If any payday falls on a holiday, the City will pay employees on the preceding business day. Hours worked up to and including the last working day in the month will be paid as early as possible thereafter, but not later than the fifth (5th) day of the month following; and that hours worked between the first (1st) and the fifteenth (15th) day of the month will be paid as early as possible thereafter, but no later than the twentieth (20th) day of the month.

The City may at its discretion institute a bi-weekly (or every other Friday) payroll.

Section 8.2. Overtime pay will be included in the paycheck for the period in which it is earned.

Section 8.3. Provided the employee satisfactorily performs the duties and responsibilities of his/her position, the employee shall progress in the salary range in one year intervals as specified in Appendix A.

ARTICLE 9 - HOLIDAYS

Section 9.1. Recognized Holidays. The following days are recognized as paid holidays for all Employees:

1. New Year's Day	January 1
2. Martin Luther King Day	Third Monday in January
3. President's Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	Fourth Thursday In November
9. Day after Thanksgiving	The day after Thanksgiving
10. Christmas Day	December 25
11. Floating Holiday	To accrue on January 1
12. Floating Holiday	To accrue on July 1

The Department shall be closed to the public on New Year's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. The minimum staffing level on these four (4) defined holidays will be one (1) employee per shift. The Department shall be open to the public during regular business hours on all remaining holidays. The minimum staffing level on the remaining holidays will be two (2) employees on day shift and one (1) employee on swing and graveyard shifts.

Section 9.2. Holiday Pay and Minimum Staffing Requirement.

- (a) Employees shall not receive any time off for the holidays that are set forth in Section 9.1. Rather, employees will receive ten (10) or eight (8) hours of straight-time holiday pay for each of the ten (10) defined holidays, depending on their pre-assigned schedule (i.e. 4/10s or 5/8s), regardless of whether they actually work on the holidays. Employees will receive this straight-time holiday pay in a separate check that will be provided to them on the first pay period in December of each year of the contract.
- (b) Employees must be employed and in paid status on the actual holiday in order to receive holiday pay for the corresponding day (no unpaid leave of absence, etc.). The City will reduce holiday pay by the amount of their regularly scheduled shift (i.e. 8 or 10 hours) for each holiday on which employees are not employed or are in unpaid status on any of the ten (10) defined holidays.
- (c) Employees who desire to take the holiday off work may do so by using PTO or compensatory time with supervisor approval. Any available holiday time off, factoring in minimum staffing, shall be assigned on a first come, first served basis with the tie breaker, if necessary, being seniority. !

Section 9.3. Floating Holidays.

- (a) Employees shall accrue a first floating holiday on January 1 each year. Employees shall accrue a second floating holiday on July 1 each year. In order to accrue these floating holidays, an Employee must be employed and in paid status on the respective accrual dates.
- (b) Floating holidays shall be scheduled and taken in accordance with the PTO scheduling clause set forth in Article 10, Section 10.4. Each employee shall be permitted to exercise his or her right of seniority preference only once annually and for only one PTO block.
- (c) Floating holidays not scheduled and approved before November 20th shall be paid to the Employee together with pay for defined holidays on the first pay period in December of each year of the contract. Floating holidays may not be carried over into a subsequent calendar year.

ARTICLE 10- PAID TIME OFF

Section 10.1. PTO Accrual/Eligibility. Each full time employee shall accrue PTO as follows:

<u>Service</u>	<u>Accrual</u>
Start of year 1 through 5 years	12 hours per month
Start of year 6 through 9 years	15 hours per month
Start of year 10 through 14 years	17 hours per month
Start of year 15 through 19 years	19 hours per month
Start of year 20 through 24 years	21 hours per month
Start of year 25 through 30 years	23 hours per month
More than 30 years of service	25 hours per month

An employee shall not be eligible to use PTO until the employee has worked for the Employer a minimum of three (3) calendar months from his or her most recent date of hire.

Section 10.2. Annual PTO Carryover. Employees have an annual PTO carryover limit of six hundred (600) hours. For the purpose of this annual carryover, the City defines the year as April 1 through March 31. Employees will lose any PTO hours in excess of six hundred (600) hours at the end of the March 31 pay period every year.

Section 10.3. PTO Cash-Out. Upon separation from employment for any reason, an employee shall receive a sum of money equal to the number of accrued and unused PTO hours (up to a maximum of 560 hours) multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee resigns, PTO cash out is available only if the employee has given two-weeks advanced notice of his/her resignation. No prior notice is required if the employee's employment is terminated for just cause or if the employee is asked to resign.

Section 10.4. PTO Scheduling/Preference. Employees shall be permitted to request to use their PTO in either single or split blocks of time. Employees shall have the right to determine PTO scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief employees as determined by the Police Chief. PTO requests received before November 20 of the preceding calendar year shall be honored on a seniority preference basis. Where two or more employees request overlapping PTO, preference will be given to the most senior employee, provided the senior employee's request was received by November 20. Each employee will be permitted to exercise his or her right of seniority preference only once annually and for only one PTO time-block. Any requests for PTO following November 20 shall be granted on a first-come, first-served basis. PTO may be denied if the

request would result in overtime or department closure. Such denials may be appealed to the Police Chief with two weeks' notice, or less upon showing of good cause.

If an employee has submitted a request to use forty (40) consecutive hours or more of PTO and qualifies for an open PTO slot pursuant to the terms of this article, the City shall approve or deny the PTO request within seven (7) calendar days of the submission of the request. This shall not apply to seniority preference PTO picks during the month of November.

Section 10.5. Seniority. For the purpose of scheduling PTO, seniority shall be defined as length of unbroken service as a Police Support Specialist.

ARTICLE 11- UNSCHEDULED ABSENCES

Section 11.1. Use of PTO. Employees may use PTO to cover unscheduled absences relating to illnesses or injuries as set forth in this Article or as may be authorized by state or federal law.

Section 11.2. Authorized Uses. Unscheduled absences are authorized when emergency and/or urgent circumstances prevent an employee from planning and providing advanced notice of the need to be absent from work. Preventative health and dental appointments are not acceptable uses of unscheduled leave and must be scheduled with the supervisor. Examples of authorized unscheduled absences include:

1. Personal Illness or Injury. Unscheduled PTO is available for an employee who cannot report to work due to personal illness or injury.
2. Work-Related Illness or Injury. Unscheduled PTO is available for an employee who cannot report to work due to a work-related illness or injury for periods of time not covered by industrial insurance. This includes covering the first three calendar days following the onset of a work-related illness or injury, as well as supplementing hours to make up the difference between industrial insurance benefits and the employee's regular pay. When receiving industrial insurance benefits, the employee may not use PTO to receive a combined amount that exceeds the employee's regular pay.
3. Family Illness or Injury. Unscheduled PTO is available for an employee who cannot report to work when the employee's physical presence is needed to care for an ill or injured family member. Covered family members include:
 - a child (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status);
 - a parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
 - a spouse;
 - a registered domestic partner;
 - a grandparent;
 - a grandchild; and
 - a sibling.

When the employee's physical presence is no longer required, the employee will report back to work as promptly as possible.

An employee must notify the supervisor as soon as the employee reasonably believes that he or she cannot report to work, but not less than thirty minutes prior to the beginning of the scheduled work

shift. The employee must keep the supervisor informed of his or her status if the employee expects the absence to last longer than one shift in duration.

Section 11.3. State and Federal Protected Leave. An employee may use PTO for any reason authorized by state or federal law. Existing protections may apply to absences relating to personal illnesses or injuries, family members' illness or injury, pregnancy, parental bonding, military service, military service member care, or domestic violence. This list is not exhaustive and employees are encouraged to refer to the Kennewick Administrative Code or to contact the Human Resources Division with questions regarding how state or federal protections may impact PTO or the right to paid leave in the employee's specific circumstances.

Section 11.4. Washington State Paid Family and Medical Leave (PFML). Washington State maintains a statewide insurance program for employees to receive partially paid leave to care for themselves or for family members in qualifying circumstances. The PFML program is administered by the Washington State Employment Security Department and not by the City of Kennewick. The program is funded through premiums shared by employers and by employees. The City will be responsible for the employer portion of the premiums and employees will be responsible for the employee portion of the premiums, which the City will manage and remit through payroll deductions.

When an employee is approved for PFML, the City will place the employee into leave without pay status. The employee will not earn any compensation from the City and the employee will be unable to use supplemental PTO. The employee will not accrue PTO and will not be eligible for other City benefits, including deferred compensation, holiday pay, uniform allowance, etc., during PFML. However, the employee will remain eligible for health insurance benefits and will continue to pay only the employee share of the health insurance premiums during PFML. The employee will typically not earn service credit through the Washington State Department of Retirement Systems (DRS) during PFML but should consult the Human Resources Division or DRS for more information.

Section 11.5. Documentation. If an absence extends beyond three (3) working days in duration or if a pattern of sick leave usage exists, the City may require the employee to submit medical documentation from a health care provider stating the nature of the illness or injury; that the employee has been unavailable for work for the duration of the absence; and that the employee is released to perform his or her regular job duties.

ARTICLE 12- INSURANCE COVERAGE

12.1. Employees shall have a choice between the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time.

12.2. The City shall provide life insurance for employees in the amount of fifty thousand dollars (\$50,000) and for dependents in the amount of one thousand dollars (\$1,000) and shall pay the entire premium for this coverage.

12.3. Employees who elect coverage under the medical plan provided by the City agree to pay ten percent (10%) of the cost of the selected health insurance plan.

12.4. The City agrees that there shall be no decrease in medical benefits for the life of this Agreement unless the Guild agrees to those changes.

12.5. The City will provide an employee assistance plan (EAP) which it can unilaterally modify or discontinue, or change providers at any time.

12.6. The City shall pay the full premium of a long-term disability (LTD) insurance program.

12.8. The City shall establish a Voluntary Employee Beneficiary Association ("VEBA") trust in the interest of the Employees to fund eligible medical expenses as permitted under federal tax law. The VEBA shall be exclusively funded by the Employees, and the Employees authorize the City shall make ongoing pre-tax deductions to the VEBA at a fixed rate to be determined by the Employees. The Guild shall have the right to increase, decrease or stop contributions after serving appropriate written notice upon the City. The City shall not incur any additional fees or costs in the creation or administration of the VEBA.

ARTICLE 13- LEAVES OF ABSENCE

Section 13.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence of up to a maximum duration of one (1) year, except in the case of a leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 13.2. Death in Immediate Family. Paid leave shall be granted by the Police Chief. An employee may be allowed to use paid leave to a maximum of thirty-two (32) hours for each death in the immediate family. All time off for such a death in excess of four (4) days per event shall be charge to PTO. If extenuating circumstances necessitate a longer period of leave, an extension may be granted upon prior approval of the Police Chief or designee. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandchildren, registered State domestic partner or any individual residing in the employee's household at the time of death.

An employee may be allowed to use paid leave to a maximum of twenty four (24) hours for each death of a grandparent.

Section 13.3. Personal Doctor and Dentist Appointments. Employees will be permitted time off work to attend bona fide personal doctor and dentist appointments that require up to two (2) hours of absence from work during scheduled working hours, up to a maximum of ten (10) hours per calendar year, and such time shall not be counted against employees' accumulated PTO. If the personal doctor or dentist appointment keeps the employee away from work for more than two hours, all the time away from work for that appointment will be charged to PTO. Prior to authorizing time off for personal doctor or dentist appointments, the supervisor may request the time of the appointment and the name of the treating doctor. If the City finds it necessary to request any additional medical information, such request will come from the Human Resources

Division and all personal health information will be treated as confidential. Where possible, employees will schedule these appointments so they do not conflict with scheduled duty hours.

Section 13.4. Leave Without Pay. No leave without pay shall be granted an employee until the employee has exhausted all PTO, compensatory time, and floating holidays. Such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit.

Section 13.5. Lay-off for Lack of Work. Any full-time employee, when laid off for lack of work or of funds, shall be given at least ten (10) working days' notice in advance.

Section 13.6. Job Abandonment.

Voluntary Quit. Without an explanation that is acceptable to the City, an employee is considered

to have voluntarily quit and resigned under the following circumstances:

- Unauthorized Absence. An absence of one (1) or more consecutive days without notice to the City.
- Following Leave. Failure to return within one (1) day from an approved leave of absence with the City.

Section 13.7. Retention. The City's intent is to keep trained, qualified, and experienced people actively employed when injured and incapacitated from work provided reasonable accommodation can be made in accordance with applicable ADA requirements. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Police Chief.

Section 13.8. Jury Duty. Any employee who is called for jury duty will be paid during his/her absence. The City will deduct an amount equal to jury fees, exclusive of mileage, actually received for jury duty or witness service from the employee's paycheck. Employees receiving a summons for jury duty should notify their supervisor immediately so that coverage can be arranged. If an employee's absence during that particular period of time causes a significant hardship, the employee may be requested to seek a postponement of jury duty. Employees released from jury duty on a given day with more than two hours left in their shift are required to call in to determine whether they should report to work.

Section 13.9. Court Time. Employees subpoenaed to testify in connection with their employment with the City, or in connection with their work for a former employer, shall receive their normal compensation without any reduction of PTO or other paid leave. Any witness fees received by the employee must be reimbursed to the City, or a payroll deduction must be approved by the employee. Employees needing time off to appear in court on any other matter must use accrued PTO

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Dispute Resolution. A "grievance" means a formal, written claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Such disputes shall be resolved as follows:

Step 1 - An employee must present a written grievance within ten (10) business days of its alleged occurrence to the employee's supervisor who shall attempt to resolve it within ten (10) business days after it is presented to him/her.

Step 2 - If the Guild is not satisfied with the resolution by the immediate supervisor, the Guild may present the written grievance, along with all pertinent materials, to the Police Chief within ten (10) business days of receiving the supervisor's response. The Police Chief shall attempt to resolve the grievance within ten (10) business days after it has been presented to him/her.

Step 3 - If the Guild is not satisfied with the resolution by the Police Chief, the Guild may present the written grievance, along with all pertinent materials, to the City Manager within ten (10) business days of receiving the Police Chief's response. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented to him or her.

Step 4 - If the Guild is not satisfied with the resolution by the City Manager, the Guild may refer the grievance to arbitration within fifteen (15) business days of receiving the City Manager's response.

Section 14.2. Arbitrator Selection. The parties shall attempt to agree upon an arbitrator within five (5) business days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the

Public Employment Relations Commission (PERC), as agreed upon by the two parties, to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. Both the City and the Guild shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party will then strike a name, alternating until only one name is left. The person remaining shall be the Arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Guild and City requesting that a time and place be set for the arbitration subject to the availability of the Guild and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise. Depending on the nature of the grievance, the parties may mutually agree to present the issue(s) to the arbitrator via written submissions only.

Section 14.3. Arbitrator Authority. The arbitrator shall render his/her award based on the interpretation and application of the provisions of Agreement within thirty (30) days after such hearing or a date agreed upon by the parties. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.

Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 14.4. Arbitration Costs. The fees and expenses of the Arbitration shall be borne equally by the Guild and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 14.5. Time Limits. Both parties shall make every effort to resolve grievances promptly, within time limits outlined in this grievance procedure. However, with the mutual written consent of both parties, the time limits may be extended at any step. Business days include Mondays through Fridays, excluding the ten (10) defined holidays in Article 9. Business days will be counted excluding the first day and including the last day of the relevant period.

If at any step of the grievance procedure the employer fails to issue a response within the time limits set forth in this Article (without getting a written extension of time limit), the grievance shall be considered denied and the Guild may elect to advance to the next step of the grievance procedure. If the Guild fails to advance the grievance within the time limits (without getting written extension) specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

Section 14.6. Form and Service of Grievances and Grievance Responses. Grievances and any grievance responses will be in writing and will be served via email. The date and time of service shall be the date and time the email is sent. In the event that an email is rejected or blocked due to file size or other restrictions, the sender will immediately advise the other party by sending a second email (without attachments) and by contacting the intended recipient via telephone and leaving a voice message if needed. The sender will make arrangements to deliver the grievance or grievance response to the recipient within 24 hours.

ARTICLE 15- MANAGEMENT GRIEVANCE/ARBITRATION

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Guild. Such grievance may be appealed to arbitration at the option of the City. Consistent with Article 14, the City will be subject to the same process and timelines set forth for the Guild, and the Guild will be subject to the same process and timelines set forth for the City.

ARTICLE 16-GUILD BUSINESS

The City recognizes the Guild's right to conduct Guild business on duty time and the Guild's right to reasonable access to the City facilities to conduct Guild business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Police Chief. The Guild will provide the supervisor with at least twenty four (24) hours of notice prior to any Guild meetings and other routine Guild activities if employees are expected to participate on duty. When a Guild representative meets with a Guild member in preparation for or during an investigatory or disciplinary meeting initiated by the City, the Guild will provide as much notice as is reasonably possible under the circumstances.

The City agrees to allow two (2) employees representing the Guild to be granted leave without loss of pay for continuity to attend collective bargaining sessions and/or labor/management meetings between the City and the Guild.

Employees shall be entitled to exercise their right to Guild representation at meetings where the employee reasonably believes disciplinary action could result. However, the employee's request for Guild representation shall not unduly delay any investigatory interviews conducted by the Department. If the employee is unable to arrange the presence of a Guild representative within one working day from the scheduled beginning of the meeting, the City may proceed without the Guild's representative present. The City shall notify employees as soon as possible if the employee is to be the subject of a meeting or interview from which the City reasonably believes disciplinary action could result.

ARTICLE 17- PERSONNEL FILE

Section 17.1. Personnel Record. The City Human Resources Division shall maintain a central personnel file for each employee in the Bargaining Unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions, and such other pertinent information regarding employee performance (excluding supervisory notes and other documents compiled under 17.5 below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 17.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record. An employee's official representative, with the permission of the employee, may inspect the personnel file.

Section 17.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are requested to sign all disciplinary actions presented to them by the Police Chief or his designee or initialed by a witness in the case of the employees refusal to sign. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 17.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the Police Chief at his/her discretion, however such request shall not be unreasonably denied. Documents removed from an employee's personnel file remain subject

to record retention requirements but they City will not use such documents for employment or disciplinary purposes once removed.

Section 17.5. Disclaimer. This Article is not intended to limit the maintenance of supervisor notes and other pertinent Department records. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee, or a witness in the case of a refusal to sign.

ARTICLE 18- DISCIPLINE AND DISCHARGE

Section 18.1. Discipline. Disciplinary actions or measures may include the following: written reprimand; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of paid leave; demotion; discharge; or any combination thereof.

1. Disciplinary actions such as written reprimands are usually the first steps taken in constructive and progressive discipline. As a general rule, such disciplinary actions are to be taken for infractions of a minor nature.
2. Disciplinary actions such as suspension with or without pay, loss of paid leave, demotion, and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, and only for just cause.
4. The employer agrees that the disapproval of leave requests will not be used as disciplinary measures. If the City has reason to reprimand an employee, it shall be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.

ARTICLE 19- PROBATION

Section 19.1. New Hire Probation. Every new employee hired into the Department shall serve a probationary period of twelve (12) months. The Guild recognizes the right of the City to discipline or discharge probationary employees for any reason with or without cause, and such discipline or discharge shall not constitute a violation of this Agreement. Upon completion of twelve (12) months probation, employees shall be evaluated with one of the following recommendations:

- a. Terms of probation and training met, employee shall become a "regular" full-time employee.
- b. Employee has performed satisfactorily, but areas still need improvement so the Division Commander or his/her designee extends the probationary period for a specified amount of time not to exceed ninety (90) working days. At the completion of the extended probationary period the employee becomes a "regular" full-time employee or is disqualified and released from employment.
- c. Did not meet the terms of probation and training. Employee is disqualified from employment and released.

At anytime during a new hire's training and probationary period they may be disqualified from the training process with or without cause as defined in Kennewick City Policy 2-12-080.

ARTICLE 20- LAYOFF AND RECALL

Section 20.1. Layoff. The City will layoff and recall employees in accordance with specialized skills until cross-training has been completed. When all employees within the bargaining unit have been cross-trained in all functions and can perform all required PSS tasks, the City will layoff in inverse order of seniority if documented performance levels are equal.

Section 20.2. Recall. Employees shall be called back from layoff according to seniority if equally cross-trained. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work. An employee shall be considered on layoff status for a period of twenty four (24) months.

Section 20.3. Recall Notice. The City shall notify laid off employees, by certified mail to the employee's last known address, of any department job opening(s) for which the employee is qualified to fill. Upon notification, employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice, regardless of who signed for the certified job notice, and report to work within fifteen (15) calendar days after giving notification to the City. Failure to do so will result in forfeiture of all recall rights.

ARTICLE 21 - SENIORITY

Section 21.1. Seniority Defined. Seniority shall be defined as the length of unbroken service by an employee within the bargaining unit or predecessor following his/her most recent date of hire or rehire. After hire, all time spent on military leaves of absence (except as limited by law) and authorized leaves with pay shall be included in length of service. Leaves without pay shall be included in length of service except that leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken by lot.

Section 21.2. Seniority List. The City will provide the Guild with copies of a seniority list on July 1 of each year.

Section 21.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary quitting or discharge for cause.

Section 21.4. A bargaining unit employee, as defined in Article 1, who accepts a position with the City outside the bargaining unit shall cease to accrue seniority within the bargaining unit. An employee may elect to return to the bargaining unit with their previously accrued seniority earned in the Kennewick Police Department Police Support Specialists Guild or predecessor, provided that a vacant position exists and that he or she returns within twelve (12) months. After twelve (12) months, seniority is extinguished.

ARTICLE 22 - OUTSIDE EMPLOYMENT

The members of the Guild agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his/her work, or in no way be a discredit to the City employment, or in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Police Chief as provided in Departmental Regulations, however off duty employment requests shall not be unreasonably denied.

Employees wishing to pursue outside employment opportunities will complete a request for approval and submit it to the Police Chief. The Police Chief shall review the request within seven (7) working days and respond with a request for additional information, approval, or denial. The employee must submit any additional information requested in a timely manner. The Police Chief shall then have an additional seven (7) working days to approve or deny the request.

ARTICLE 23- EMPLOYEE RIGHTS/ NON-DISCRIMINATION

Section 23.1. Employee Rights. The parties agree that employees have the right to form, join, or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Guild or its members because of the exercise of these rights.

Section 23.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

ARTICLE 24- GUILD MEMBERSHIP / DUES CHECK OFF

Section 24.1. Guild Membership. All full time and part time regular employees of the City coming within the classifications covered by this Agreement may join the Guild as it's bargaining agent in accordance with its rules. Nothing contained in this Section shall be construed to apply to part-time employees or temporary employees with less than nine (9) months continuous employment.

24.2. Guild Dues Deductions/ Indemnification. The City will deduct membership dues and initiation fee, if any, and pay to the Guild (or it's designee) from the wages of all employees who, in writing, have authorized the City to do so. The City will submit a monthly accounting of such deduction, giving the amount deducted opposite the employee's name, as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs. Enclosed with the monthly dues the city will provide names and addresses of any new hires. The Guild agrees to indemnify and hold the City harmless against any claims, suits, order or judgements brought and issued against the City as a result of any action taken or not taken by the City on account of a payroll deduction of Guild Dues.

24.3. Guild Bulletin Board. The City shall furnish bulletin board space for the use of the Guild for posting Guild announcements and data. The City shall have no responsibility for the contents of material posted on the bulletin board.

ARTICLE 25- SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 26 - CLOTHING ALLOWANCE.

Section 26.1. Clothing allowance. For uniform maintenance and replacement, the employee shall receive seven hundred dollars (\$700.00) per year. For the purpose of this provision, the year shall be a rolling 12-month period between December 1 through November 30 of the following calendar year. Employees will receive the allowance payment on a separate check, on the second claims run of January of each year. Such payments will be subject to IRS regulations including federal income tax withholding on items identified by the IRS as taxable income (belts, shoes, etc.).

Uniforms shall be initially purchased at hire by the City of Kennewick utilizing a quartermaster system. Replacements shall be done utilizing the clothing allowance. Police Support Specialist uniform to be purchased shall be the following:

Identification	Quantity
Photo ID	1 KPD photo ID
Uniform Item	Quantity
Short Sleeve Shirts	5
Long Sleeve Shirt	5
Pants	5
Sweater	1
Shoes	1 Pair
Belt	1
Winter Coat	1
Patches	Provided as Needed

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms, and shall submit all receipts to the KPDPSS designee by December 1 of each year. The unit shall sort the receipts by member, and submit an accounting of the purchase and maintenance, for each member, to the Kennewick Police Department designee by December 10 of each year. Members who do not provide receipts for the uniform purchase and maintenance totaling seven hundred dollars (\$700.00) shall have the difference deducted from their December 20 payroll check.

All employees shall maintain a presentable appearance while on duty.

ARTICLE 27 - LABOR/ MANAGEMENT COMMITTEE

27.1. Purpose of the Committee. The parties agree that it has been, and will continue to be, in their best interests to promote and encourage areas of understanding and cooperation in labor/management relations; promote efficiency and responsibility in the performance of work; to promote procedures and methods to promptly and fairly resolve any differences, misunderstandings, and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the City and employees for the benefit of all.

This section creates an open communication procedure for the purpose of mutual problem-solving, planning, and initiating discussions regarding matters of general concern to Kennewick Police Department and bargaining unit employees in order to avoid the use of grievances. However, the parties agree that this committee will not consider grievances that are already pending. The work of this committee will not add to, subtract from, alter, or amend the written terms of this collective bargaining agreement except as may be adopted through a formal memorandum of understanding signed by the City Manager and the Guild President.

27.2. Committee Composition. The Labor/Management committee shall be composed of representatives of the City and of the Guild. Two employees shall be allowed to attend Labor/Management meetings and the parties may agree that additional employees may attend as needed for particular topics. The employees will be compensated for their attendance at the meeting by the City as regular or overtime as required elsewhere in this agreement, including any call back pay. However, the meetings may be scheduled to eliminate or reduce overtime and call back pay as appropriate.

The City or the Guild may invite the Guild's attorney or other representative for the purpose of assisting with information exchange and problem solving, as well as discussing, drafting, or

reviewing potential agreements. However, the parties understand and agree that these meetings are intended to be informal meetings between the City and the Guild to discuss matters of mutual concern and the attorney or other representative will not typically be expected to be present.

27.3. Meeting Format and Procedures. Either the City or the Guild may request a committee meeting to address subjects relating to the Kennewick Police Department and bargaining unit employees. Meeting requests should be directed to the City's Human Resources Director (or designee) or to the Guild President (or designee). Either party may decline to meet during the final four months of this agreement or once bargaining for a successor agreement commences, whichever is earlier.

The Labor/Management committee shall develop a mutually agreeable format and practices for the committee. The parties will schedule an initial meeting to develop format and practices within forty five (45) days after ratification of this agreement.

ARTICLE 28 - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or Ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 29- DURATION OF AGREEMENT

This Agreement shall become effective upon formal action by both the Guild and the City Council, and shall remain in effect through December 31, 2027. To amend this contract, either party shall notify the other prior to October 1, 2027 of its desire to terminate or amend the same.

SIGNATURE PAGE

DATED AT KENNEWICK, WASHINGTON this 21th day of January, 2025.

KENNEWICK POLICE SUPPORT
SPECIALIST ASSOCIATION,

CITY OF KENNEWICK,

PSS – PRESIDENT

MAYOR

CITY MANAGER

ATTEST: CITY CLERK

APPENDIX A

SALARY SCHEDULE (RESERVED)

The Police Public Records Specialist shall be 10% over top step Police Support Specialist.

The Police Public Records Generalist shall be 5% over top step Police Support Specialist.

- Effective January 1, 2025, all employees shall receive a three percent (3%) increase.

Add schedule reflecting agreed upon wages.

Additionally, effective January 1, 2025, Step A shall be removed, and Step B shall be reclassified to be Step A. All employees shall be moved steps per below:

Step A shall be removed.
Step B shall be the new Step A.
Step C shall be the new Step B.
Step D shall be the new Step C
Step E shall be the new Step D
Step F shall be the new Step E.

The City reserves the right to initially or during annual evaluations, assign employees to a step based upon related experience or skills.

All employees shall maintain their current anniversary dates.

- Effective January 1, 2026, all employees shall receive a three percent increase.
- Effective January 1, 2026, Step F shall be added to the salary schedule and shall be 4% above Step E.
- Effective January 1, 2027, all employees shall receive an increase equal to the June-to-June year over year increase to the CPI-W West B/C cities index with a minimum of 2% and a maximum of 4%.

SHIFT DIFFERENTIALS

Employees that work swing shift shall receive an additional seventy-five cents (0.75¢) per hour for all hours worked. Employees that work graveyard shift shall receive an additional one dollar (\$1.00) per hour for all hours worked.

LEAD POLICE SUPPORT SPECIALIST PAY

At the discretion of the Division Commander, the City may appoint a Lead Police Support Specialist who will be responsible for the duties identified in Appendix 8. Lead PSS pay is 13% above the top step.

DEFERRED COMPENSATION

The City will contribute an amount equal to five percent (5%) of employees' salary toward deferred compensation. The City contribution match does not require employee participation.

Training Premium:

When an employee is assigned to train another employee as part of the PSS training program administered by the Department, they shall receive a two percent (2%) premium for all hours spent training. The Lead Police Support Specialist shall not be eligible for training premium.

APPENDIX B

LEAD POLICE SUPPORT SPECIALIST

The Lead PSS will help to ensure that the Records Unit operates in a manner consistent with all City and Department policies and procedures, and will promptly notify the Police Records Supervisor of any issues or concerns. The Lead PSS will perform routine PSS activities and will coordinate and oversee the ongoing activities of other PSS employees.

The Lead PSS will conduct, oversee, and/or validate training of all new PSS employees. The Lead PSS will assist in evaluating employee performance and making recommendations for personnel actions when requested.

The Lead PSS will handle various other duties relating to the administration of police records, often performing or overseeing work on larger Records Unit projects.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KENNEWICK POLICE DEPARTMENT POLICE
SUPPORT SPECIALISTS GUILD

AND

CITY OF KENNEWICK

January 1, 2025 - December 31, 2027

City's What If Proposal

This conceptual proposal is subject to the approval of the City Council. It is a package proposal which must be accepted or rejected in its entirety. The City reserves the right to return to its prior position if this proposal is not agreed to and the City is not waiving any right it may have to exercise all or part of the foregoing.

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PREAMBLE

The provisions contained herein constitute the entire agreement between the City of Kennewick and the Kennewick Police Department Support Specialists Guild, governing wages, hours and working conditions for those members of the Kennewick Police Department as identified in the Public Employment Relations Commission Certification Case #13271.

Section 1. Productivity. The Employer and the Guild shall work together to meet the operational requirements of the City; to provide the public with efficient, courteous, and professional service; to encourage good attendance of employees; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote and encourage employee training and development as resources allow.

Section 2. Strike Prohibition. During the life of this agreement, employees shall perform their assigned duties to the best of their physical and mental ability. The Guild and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work, or any interference with the efficient operation of the Department.

Section 3. Lock Out Prohibition. Because of the emergency nature of Police Services, the necessity for protection of the lives and property of the community and the essential support functions performed by non-commissioned staff, the City pledges not to cause a lockout of members of the Guild.

ARTICLE 1 - DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Guild" means the Kennewick Police Department Police Support Specialists Guild.
- C. "Employee" means a regular full-time employee and/or part-time employee regularly scheduled to work more than twenty (20) hours per week in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Supervisor" means the Police Chief or a supervisor designated by the Police Chief.
- E. "Bargaining Unit" as used herein shall include all non-commissioned clerical employees of the Kennewick Police Department, but excluding supervisors and confidential employees.
- F. "Department" means the Kennewick Police Department.
- G. "Paid Time Off or PTO" means a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.
- H. "Hours Worked" means only those hours actually worked and excludes any time spent on any type of leave from work, whether paid or unpaid.
- I. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

ARTICLE 2 - RECOGNITION

Section 2.1. Recognition. The employer recognizes the Guild as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article 1, subparagraph "E") for the purpose of establishing wages, hours, and working conditions.

ARTICLE 3 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Except as expressly modified by the specific articles of this Agreement, the Guild recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects.

The Guild recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers; and
2. That the Employer reserves those rights concerning management and operation of the Department which include, but are not limited to the following:
 - a. To recruit, assign, schedule, transfer, or promote members to positions within the Department.
 - b. To suspend, demote, discharge, or take other disciplinary action against members for just cause.
 - c. To determine methods, means, and personnel necessary for conduct departmental work functions.
 - d. To control the Department budget.
 - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department
 - f. To make, alter, and enforce rules, regulations, orders, and policies.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.
 - a. In consideration of these management rights, the Guild is not relinquishing its right to bargain any future mandatory issues as defined by state law.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. This article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 4.2. Work Week. The regular work week shall consist of five (5) eight (8) hour days in each seven (7) day period, which starts at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday. The City may employ a regular work week of four (4) ten (10) hour days within

the same seven (7) day period.

Section 4.3. Work Day. The regular work day shall be eight (8) consecutive hours of work with regular starting and quitting times, except for interruptions for rest periods and unpaid meal periods. The City may employ a regular work day of ten (10) consecutive hours of work, with overtime thresholds appropriately modified, with agreement of the Guild.

Section 4.4. Meal and Rest Periods. Each employee of this Agreement shall be entitled to a sixty (60) or thirty (30) minute unpaid meal period each work shift. Each Employee working day shift shall receive a sixty (60) minute unpaid meal period. Each employee working swing or graveyard shift will receive a thirty (30) minute unpaid meal period. The meal period shall be scheduled as near as possible to the middle of the shift and shall be free of duty calls and responsibilities, unless an emergency situation requires otherwise. In the event any portion of the meal period is interrupted for work purposes, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Each employee covered by this Agreement shall also receive a paid fifteen (15) minute rest period during each half work shift. The rest period shall be free of duty calls and responsibilities unless an emergency situation requires otherwise. In the event the rest period is interrupted, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Section 4.5. Weekly and Daily Overtime. All work that has been specifically authorized by a supervisor and that is performed in excess of the employee's regular work day or work week (as defined in 4.2 and 4.3.) shall constitute overtime.

Section 4.6. Overtime Compensation. Hours of work in excess of eight (8) or ten (10) hours in a scheduled work day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay in accordance with Section 4.8 of this article. In no event will overtime pay or compensatory time result from excess hours worked due to a voluntary change of shifts. However, the City agrees that shifts will not be changed or adjusted to avoid overtime or overtime payments unless mutually agreed between the City and the Guild.

Section 4.7. Overtime Assignments. The City will post a list of overtime opportunities when known, or at least once per quarter, and employees may bid on those overtime assignments. In order to equalize overtime as best as possible, the City will give preference to employees on an equal rotational basis. The City may make an exception when a particular overtime assignment requires unique training, skills, or abilities.

If known overtime opportunities remain unfilled within approximately fourteen (14) days of the scheduled shift, the City may assign required overtime. The City will assign required overtime on an equal rotational basis in reverse order of seniority. The City may make an exception when the required overtime would pose an unreasonable burden to an employee; for example, when the required overtime would interrupt a pre-planned vacation.

The City will generally offer overtime opportunities when necessary to fill up to two shifts in a single work week. However, the City will instead utilize shift changes as defined in section 5.3 when necessary to fill three or more shifts in a single work week in order to prevent unnecessary disruption to City operations or to employee schedules.

In the event that an employee cannot report to work, employees currently working may be held over. The City will attempt to limit hold overs to a total shift duration of twelve (12) hours, whenever possible, while continuing to support Kennewick Police Department operations.

Section 4.8. Compensatory Time.

4.8.1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rate and, where paid, will be paid at the straight time rate. No more than one hundred twenty (120) hours of compensatory time may be accrued or carried over at any one time. Up to 60 hours of the accrued or carried over time can be cashed out and made available the first paycheck in April or August, at the employee's option.

4.8.2. Compensatory time off may be approved by the Police Chief or designee at the convenience of the Department.

4.8.3. It is agreed that all of the accrued or carried over hours identified in 4.8.1 shall be converted to cash, and will be paid to the employee upon separation from employment.

Section 4.9. Overtime Rate Calculation. The overtime rate of pay shall be determined by taking the employee's monthly salary, multiplying by twelve (12) and dividing that total by 2080.

ARTICLE 5 - SHIFT ASSIGNMENTS

Section 5.1. Days Off/Shift Rotation. Bids for shift assignments/days off shall be made annually by seniority. Bids shall take place no later than November 20th of each year. A schedule shall be posted after bidding has been completed.

Changes may be made to annual shift assignments and/or days *off* based on the needs of the employees or the City. If an employee desires to change shift assignments and/or days *off* between bidding cycles, the employee will work with the supervisor to attempt to accommodate the request by mutual agreement. If the request cannot be accommodated by mutual agreement, the employee may submit a request to the Police Chief to consider a mandatory change upon showing of good cause.

If a shift is vacated by an employee for any reason, that shift shall be bid to all members on a seniority basis. Any other shifts vacated as a result of this movement shall also be bid on a seniority basis. If the vacancy occurs on or after November 1st, the Police Chief may elect not to post the vacancy and to fill it during the upcoming bid cycle in order to avoid undue disruption.

Section 5.2. Shift Trades. Subject to the prior approval of the Police Chief or the Police Chiefs authorized designee, employees may make temporary shift trades provided, however, that the Department shall incur no overtime liability resulting therefrom.

Section 5.3. Changes in Work Schedule. It is recognized by the parties that deviations from the normal work schedule will occur from time to time resulting from a number of causes, such as, but not limited to, paid time off, leaves of absence, absenteeism, employee requests, and temporary shortages of personnel (not to exceed 90 days).

When the City initiates temporary shift changes, the City will provide at least ten (10) days notice to affected employees. In the event of a police emergency, the City shall make every attempt to give as much notice as possible. It is also agreed that shift changes will not be made for the exclusive purpose of avoiding overtime.

When the City initiates temporary shift changes, the City will not split an employee's consecutive work days between multiple shifts (day, swing, graveyard shifts) unless the City and the employee mutually agree to the split schedule.

The City and the Guild shall attempt to mutually agree to permanent shift schedule changes and will provide thirty (30) days advance notice to affected employees unless otherwise agreed. If a schedule change is necessary as determined by the Police Chief and supported by good cause but no employee volunteers to the schedule change, the least senior qualified employee shall be transferred.

ARTICLE 6 - DUTY CALL BACK

Section 6.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance of the call back occur less than one (1) hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the appropriate rate of pay, and shall not be subject to the call back minimums provided herein.

Section 6.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee shall receive overtime pay at a rate of one and a half (1 ½) for actual hours worked and remaining hours shall be paid at the employee's regular rate of pay. The employee will be guaranteed a minimum of two (2) hours pay at the overtime rate.

ARTICLE 7 - WORKING OUT OF CLASSIFICATION

Section 7.1. Working In Higher Paid Classifications. If any employee is assigned by the Police Chief or the Police Chiefs designee to perform the duties of a higher paying classification for any portion of a shift, but not less than four (4) hours, the employee shall receive the higher rate of pay for all hours worked in the higher paid classification.

If any employee is assigned or expected to provide bi-lingual assistance for the department, they shall be compensated an additional fifty cents (\$0.50) per hour. This shall be included as a stipend for all dayshift hours worked. This bi-lingual incentive does not apply to swing or graveyard shift employees.

Assignment to a higher classification shall be made at the sole discretion of the Police Chief or the Police Chiefs designee and shall not be subject to the grievance procedure.

ARTICLE 8 - MONTHLY SALARIES

Section 8.1. Pay Day. The City will pay employees on a twice monthly basis. If any payday falls on a holiday, the City will pay employees on the preceding business day. Hours worked up to and including the last working day in the month will be paid as early as possible thereafter, but not later than the fifth (5th) day of the month following; and that hours worked between the first (1st) and the fifteenth (15th) day of the month will be paid as early as possible thereafter, but no later than the twentieth (20th) day of the month.

The City may at its discretion institute a bi-weekly (or every other Friday) payroll.

Section 8.2. Overtime pay will be included in the paycheck for the period in which it is earned.

Section 8.3. Provided the employee satisfactorily performs the duties and responsibilities of his/her position, the employee shall progress in the salary range in one year intervals as specified in Appendix A.

ARTICLE 9 - HOLIDAYS

Section 9.1. Recognized Holidays. The following days are recognized as paid holidays for all Employees:



- | | | |
|-----|------------------------|-----------------------------|
| 1 . | New Year's Day | January 1 |
| 2. | Martin Luther King Day | Third Monday in January |
| 3. | President's Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | First Monday in September |
| 7. | Veteran's Day | November 11 |
| 8. | Thanksgiving Day | Fourth Thursday in November |
| 9. | Day after Thanksgiving | The day after Thanksgiving |
| 10. | Christmas Day | December 25 |
| 11 | Floating Holiday | To accrue on January 1 |
| . | Floating Holiday | To accrue on July 1 |
| 12 | | |
| . | | |

The Department shall be closed to the public on New Year's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. The minimum staffing level on these four (4) defined holidays will be one (1) employee per shift. The Department shall be open to the public during regular business hours on all remaining holidays. The minimum staffing level on the remaining holidays will be two (2) employees on day shift and one (1) employee on swing and graveyard shifts.

Section 9.2. Holiday Pay and Minimum Staffing Requirement.



- (a) Employees shall not receive any time off for the holidays that are set forth in Section 9.1. Rather, employees will receive ten (10) or eight (8) hours of straight-time holiday pay for each of the ten (10) defined holidays, depending on their pre-assigned schedule (i.e. 4/10s or 5/8s), regardless of whether they actually work on the holidays. Employees will receive this straight-time holiday pay in a separate check that will be provided to them on the first pay period in December of each year of the contract.
- (b) Employees must be employed and in paid status on the actual holiday in order to receive holiday pay for the corresponding day (no unpaid leave of absence, etc.). The City will reduce holiday pay by the amount of their regularly scheduled shift (i.e. 8 or 10 hours) for each holiday on which employees are not employed or are in unpaid status on any of the ten (10) defined holidays.
- (c) Employees who desire to take the holiday off work may do so by using PTO or compensatory time with supervisor approval. Any available holiday time off, factoring in minimum staffing, shall be assigned on a first come, first served basis with the tie breaker, if necessary, being seniority. !

Section 9.3. Floating Holidays.

- (a) Employees shall accrue a first floating holiday on January 1 each year. Employees shall accrue a second floating holiday on July 1 each year. In order to accrue these floating holidays, an Employee must be employed and in paid status on the respective accrual dates.
- (b) Floating holidays shall be scheduled and taken in accordance with the PTO scheduling clause set forth in Article 10, Section 10.4. Each employee shall be permitted to exercise his or her right of seniority preference only once annually and for only one PTO block.
- (c) Floating holidays not scheduled and approved before November 20th shall be paid to the Employee together with pay for defined holidays on the first pay period in December of each year of the contract. Floating holidays may not be carried over into a subsequent calendar year.

ARTICLE 10- PAID TIME OFF

Section 10.1. PTO Accrual/Eligibility. Each full time employee shall accrue PTO as follows:

<u>Service</u>	<u>Accrual</u>
Start of year 1 through 5 years	More than 30 years of service
Start of year 6 through 9 years	
Start of year 10 through 14 years	
Start of year 15 through 19 years	
Start of year 20 through 24 years	
Start of year 25 through 30 years	

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hours per month 21
hours per month 23
hours per month 25
hours per month

An employee shall not be eligible to use PTO until the employee has worked for the Employer a minimum of three (3) calendar months from his or her most recent date of hire.

Section 10.2. Annual PTO Carryover. Employees have an annual PTO carryover limit of six hundred (600) hours. For the purpose of this annual carryover, the City defines the year as April 1 through March 31. Employees will lose any PTO hours in excess of six hundred (600) hours at the end of the March 31 pay period every year.

Section 10.3. PTO Cash-Out. Upon separation from employment for any reason, an employee shall receive a sum of money equal to the number of accrued and unused PTO hours (up to a maximum of 560 hours) multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee resigns, PTO cash out is available only if the employee has given two-weeks advanced notice of his/her resignation. No prior notice is required if the employee's employment is terminated for just cause or if the employee is asked to resign.



Section 10.4. PTO Scheduling/Preference. Employees shall be permitted to request to use their PTO in either single or split blocks of time. Employees shall have the right to determine PTO scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief employees as determined by the Police Chief. PTO requests received before November 20 of the preceding calendar year shall be honored on a seniority preference basis. Where two or more employees request overlapping PTO,

preference will be given to the most senior employee, provided the senior employee's request was received by November 20. Each employee will be permitted to exercise his or her right of seniority preference only once annually and for only one PTO time-block. Any requests for PTO following November 20 shall be granted on a first-come, first-served basis. PTO may be denied if the request would result in overtime or department closure. Such denials may be appealed to the Police Chief with two weeks' notice, or less upon showing of good cause.

If an employee has submitted a request to use forty (40) consecutive hours or more of PTO and qualifies for an open PTO slot pursuant to the terms of this article, the City shall approve or deny the PTO request within seven (7) calendar days of the submission of the request. This shall not apply to seniority preference PTO picks during the month of November.

Section 10.5. Seniority. For the purpose of scheduling PTO, seniority shall be defined as length of unbroken service as a Police Support Specialist.

ARTICLE 11- UNSCHEDULED ABSENCES

Section 11.1. Use of PTO. Employees may use PTO to cover unscheduled absences relating to illnesses or injuries as set forth in this Article or as may be authorized by state or federal law.

Section 11.2. Authorized Uses. Unscheduled absences are authorized when emergency and/or urgent circumstances prevent an employee from planning and providing advanced notice of the need to be absent from work. Preventative health and dental appointments are not acceptable uses of unscheduled leave and must be scheduled with the supervisor. Examples of authorized unscheduled absences include:

1. **Personal Illness or Injury.** Unscheduled PTO is available for an employee who cannot report to work due to personal illness or injury.
2. **Work-Related Illness or Injury.** Unscheduled PTO is available for an employee who cannot report to work due to a work-related illness or injury for periods of time not covered by industrial insurance. This includes covering the first three calendar days following the onset of a work-related illness or injury, as well as supplementing hours to make up the difference between industrial insurance benefits and the employee's regular pay. When receiving industrial insurance benefits, the employee may not use PTO to receive a combined amount that exceeds the employee's regular pay.
3. **Family Illness or Injury.** Unscheduled PTO is available for an employee who cannot report to work when the employee's physical presence is needed to care for an ill or injured family member. Covered family members include:
 - a child (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status);
 - a parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
 - a spouse;
 - a registered domestic partner;
 - a grandparent;

- a grandchild; and
- a sibling.

When the employee's physical presence is no longer required, the employee will report back to work as promptly as possible.

An employee must notify the supervisor as soon as the employee reasonably believes that he or she cannot report to work, but not less than thirty minutes prior to the beginning of the scheduled work shift. The employee must keep the supervisor informed of his or her status if the employee expects the absence to last longer than one shift in duration.

Section 11.3. State and Federal Protected Leave. An employee may use PTO for any reason authorized by state or federal law. Existing protections may apply to absences relating to personal illnesses or injuries, family members' illness or injury, pregnancy, parental bonding, military service, military servicemember care, or domestic violence. This list is not exhaustive and employees are encouraged to refer to the Kennewick Administrative Code or to contact the Human Resources Division with questions regarding how state or federal protections may impact PTO or the right to paid leave in the employee's specific circumstances.

Section 11.4. Washington State Paid Family and Medical Leave (PFML). Washington State maintains a statewide insurance program for employees to receive partially paid leave to care for themselves or for family members in qualifying circumstances. The PFML program is administered by the Washington State Employment Security Department and not by the City of Kennewick. The program is funded through premiums shared by employers and by employees. The City will be responsible for the employer portion of the premiums and employees will be responsible for the employee portion of the premiums, which the City will manage and remit through payroll deductions.

When an employee is approved for PFML, the City will place the employee into leave without pay status. The employee will not earn any compensation from the City and the employee will be unable to use supplemental PTO. The employee will not accrue PTO and will not be eligible for other City benefits, including deferred compensation, holiday pay, uniform allowance, etc., during PFML. However, the employee will remain eligible for health insurance benefits and will continue to pay only the employee share of the health insurance premiums during PFML. The employee will typically not earn service credit through the Washington State Department of Retirement Systems (DRS) during PFML but should consult the Human Resources Division or DRS for more information.

Section 11.5. Documentation. If an absence extends beyond three (3) working days in duration or if a pattern of sick leave usage exists, the City may require the employee to submit medical documentation from a health care provider stating the nature of the illness or injury; that the employee has been unavailable for work for the duration of the absence; and that the employee is released to perform his or her regular job duties.

ARTICLE 12- INSURANCE COVERAGE

12.1. Employees shall have a choice between the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time.

12.2. The City shall provide life insurance for employees in the amount of fifty thousand dollars (\$50,000) and for dependents in the amount of one thousand dollars (\$1,000) and shall pay the entire premium for this coverage.

12.3. Employees who elect coverage under the medical plan provided by the City agree to pay ten percent (10%) of the cost of the selected health insurance plan.

12.4. The City agrees that there shall be no decrease in medical benefits for the life of this Agreement unless the Guild agrees to those changes.

12.5. The City will provide an employee assistance plan (EAP) which it can unilaterally modify or discontinue, or change providers at any time.

12.6. The City shall pay the full premium of a long-term disability (LTD) insurance program.

12.8. The City shall establish a Voluntary Employee Beneficiary Association ("VEBA") trust in the interest of the Employees to fund eligible medical expenses as permitted under federal tax law.

 The VEBA shall be exclusively funded by the Employees, and the Employees authorize the City shall make ongoing pre-tax deductions to the VEBA at a fixed rate to be determined by the Employees. The Guild shall have the right to increase, decrease or stop contributions after serving appropriate written notice upon the City. The City shall not incur any additional fees or costs in the creation or administration of the VEBA.

ARTICLE 13- LEAVES OF ABSENCE

Section 13.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence of up to a maximum duration of one (1) year, except in the case of a leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 13.2. Death in Immediate Family. Paid leave shall be granted by the Police Chief. An employee may be allowed to use paid leave to a maximum of thirty-two (32) hours for each death in the immediate family. All time off for such a death in excess of four (4) days per event shall be charge to PTO. If extenuating circumstances necessitate a longer period of leave, an extension may be granted upon prior approval of the Police Chief or designee. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandchildren, registered State domestic partner or any individual residing in the employee's household at the time of death.

An employee may be allowed to use paid leave to a maximum of twenty four (24) hours for each death of a grandparent.

Section 13.3. Personal Doctor and Dentist Appointments. Employees will be permitted time off work to attend bona fide personal doctor and dentist appointments that require up to two (2) hours of absence from work during scheduled working hours, up to a maximum of ten (10) hours per calendar year, and such time shall not be counted against employees' accumulated PTO. If the personal doctor or dentist appointment keeps the employee away from work for more than two hours, all the time away from work for that appointment will be charged to PTO. Prior to authorizing time off for personal doctor or dentist appointments, the supervisor may request the time of the appointment and the name of the treating doctor. If the City finds it necessary to request any additional medical information, such request will come from the Human Resources

Division and all personal health information will be treated as confidential. Where possible, employees will schedule these appointments so they do not conflict with scheduled duty hours.

Section 13.4. Leave Without Pay. No leave without pay shall be granted an employee until the employee has exhausted all PTO, compensatory time, and floating holidays. Such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit.

Section 13.5. Lay-off for Lack of Work. Any full-time employee, when laid off for lack of work or of funds, shall be given at least ten (10) working days notice in advance.

Section 13.6. Job Abandonment.

Voluntary Quit. Without an explanation that is acceptable to the City, an employee is considered to have voluntarily quit and resigned under the following circumstances:

- Unauthorized Absence. An absence of one (1) or more consecutive days without notice to the City.
- Following Leave. Failure to return within one (1) day from an approved leave of absence with the City.

Section 13.7. Retention. The City's intent is to keep trained, qualified, and experienced people actively employed when injured and incapacitated from work provided reasonable accommodation can be made in accordance with applicable ADA requirements. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Police Chief.

Section 13.8. Jury Duty. Any employee who is called for jury duty will be paid during his/her absence. The City will deduct an amount equal to jury fees, exclusive of mileage, actually received for jury duty or witness service from the employee's paycheck. Employees receiving a summons for jury duty should notify their supervisor immediately so that coverage can be arranged. If an employee's absence during that particular period of time causes a significant hardship, the employee may be requested to seek a postponement of jury duty. Employees released from jury duty on a given day with more than two hours left in their shift are required to call in to determine whether they should report to work.

Section 13.9. Court Time. Employees subpoenaed to testify in connection with their employment with the City, or in connection with their work for a former employer, shall receive their normal compensation without any reduction of PTO or other paid leave. Any witness fees received by the employee must be reimbursed to the City, or a payroll deduction must be approved by the employee. Employees needing time off to appear in court on any other matter must use accrued PTO.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Dispute Resolution. A "grievance" means a formal, written claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Such disputes shall be resolved as follows:

Step 1 - An employee must present a written grievance within ten (10) business days of its alleged occurrence to the employee's supervisor who shall attempt to resolve it within ten (10) business days after it is presented to him/her.

Step 2 - If the Guild is not satisfied with the resolution by the immediate supervisor, the Guild may present the written grievance, along with all pertinent materials, to the Police Chief within ten (10) business days of receiving the supervisor's response. The Police Chief shall attempt to resolve the grievance within ten (10) business days after it has been presented to him/her.

Step 3 - If the Guild is not satisfied with the resolution by the Police Chief, the Guild may present the written grievance, along with all pertinent materials, to the City Manager within ten (10) business days of receiving the Police Chief's response. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented to him or her.

Step 4 - If the Guild is not satisfied with the resolution by the City Manager, the Guild may refer the grievance to arbitration within fifteen (15) business days of receiving the City Manager's response.



Section 14.2. Arbitrator Selection. The parties shall attempt to agree upon an arbitrator within five (5) business days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the Public Employment Relations Commission (PERC), as agreed upon by the two parties, to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. Both the City and the Guild shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party will then strike a name, alternating until only one name is left. The person remaining shall be the Arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Guild and City requesting that a time and place be set for the arbitration subject to the availability of the Guild and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise. Depending on the nature of the grievance, the parties may mutually agree to present the issue(s) to the arbitrator via written submissions only.

Section 14.3. Arbitrator Authority. The arbitrator shall render his/her award based on the interpretation and application of the provisions of Agreement within thirty (30) days after such hearing or a date agreed upon by the parties. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.

Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 14.4. Arbitration Costs. The fees and expenses of the Arbitration shall be borne equally by the Guild and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 14.5. Time Limits. Both parties shall make every effort to resolve grievances promptly, within time limits outlined in this grievance procedure. However, with the mutual written consent of both parties, the time limits may be extended at any step. Business days include Mondays through Fridays, excluding the ten (10) defined holidays in Article 9. Business days will be counted excluding the first day and including the last day of the relevant period.

If at any step of the grievance procedure the employer fails to issue a response within the time limits set forth in this Article (without getting a written extension of time limit), the grievance shall be considered denied and the Guild may elect to advance to the next step of the grievance

procedure. If the Guild fails to advance the grievance within the time limits (without getting written extension) specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

Section 14.6. Form and Service of Grievances and Grievance Responses. Grievances and any grievance responses will be in writing and will be served via email. The date and time of service shall be the date and time the email is sent. In the event that an email is rejected or blocked due to file size or other restrictions, the sender will immediately advise the other party by sending a second email (without attachments) and by contacting the intended recipient via telephone and leaving a voice message if needed. The sender will make arrangements to deliver the grievance or grievance response to the recipient within 24 hours.

ARTICLE 15- MANAGEMENT GRIEVANCE/ARBITRATION

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Guild. Such grievance may be appealed to arbitration at the option of the City. Consistent with Article 14, the City will be subject to the same process and timelines set forth for the Guild, and the Guild will be subject to the same process and timelines set forth for the City.

ARTICLE 16-GUILD BUSINESS

The City recognizes the Guild's right to conduct Guild business on duty time and the Guild's right to reasonable access to the City facilities to conduct Guild business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Police Chief. The Guild will provide the supervisor with at least twenty four (24) hours of notice prior to any Guild meetings and other routine Guild activities if employees are expected to participate on duty. When a Guild representative meets with a Guild member in preparation for or during an investigatory or disciplinary meeting initiated by the City, the Guild will provide as much notice as is reasonably possible under the circumstances.

The City agrees to allow two (2) employees representing the Guild to be granted leave without loss of pay for continuity to attend collective bargaining sessions and/or labor/management meetings between the City and the Guild.

Employees shall be entitled to exercise their right to Guild representation at meetings where the employee reasonably believes disciplinary action could result. However, the employee's request for Guild representation shall not unduly delay any investigatory interviews conducted by the Department. If the employee is unable to arrange the presence of a Guild representative within one working day from the scheduled beginning of the meeting, the City may proceed without the Guild's representative present. The City shall notify employees as soon as possible if the employee is to be the subject of a meeting or interview from which the City reasonably believes disciplinary action could result.

ARTICLE 17- PERSONNEL FILE

Section 17.1. Personnel Record. The City Human Resources Division shall maintain a central personnel file for each employee in the Bargaining Unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions, and such other pertinent information regarding employee

performance (excluding supervisory notes and other documents compiled under 17.5 below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 17.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record. An employee's official representative, with the permission of the employee, may inspect the personnel file.

Section 17.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are requested to sign all disciplinary actions presented to them by the Police Chief or his designee or initialed by a witness in the case of the employee's refusal to sign. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 17.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the Police Chief at his/her discretion, however such request shall not be unreasonably denied. Documents removed from an employee's personnel file remain subject to record retention requirements but they City will not use such documents for employment or disciplinary purposes once removed.

Section 17.5. Disclaimer. This Article is not intended to limit the maintenance of supervisor notes and other pertinent Department records. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee, or a witness in the case of a refusal to sign.

ARTICLE 18- DISCIPLINE AND DISCHARGE

Section 18.1. Discipline. Disciplinary actions or measures may include the following: written reprimand; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of paid leave; demotion; discharge; or any combination thereof.

1. Disciplinary actions such as written reprimands are usually the first steps taken in constructive and progressive discipline. As a general rule, such disciplinary actions are to be taken for infractions of a minor nature.
2. Disciplinary actions such as suspension with or without pay, loss of paid leave, demotion, and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, and only for just cause.
4. The employer agrees that the disapproval of leave requests will not be used as disciplinary measures.

5. If the City has reason to reprimand an employee, it shall be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.

ARTICLE 19- PROBATION

Section 19.1. New Hire Probation. Every new employee hired into the Department shall serve a probationary period of twelve (12) months. The Guild recognizes the right of the City to discipline or discharge probationary employees for any reason with or without cause, and such discipline or discharge shall not constitute a violation of this Agreement. Upon completion of twelve (12) months probation, employees shall be evaluated with one of the following recommendations:

- a. Terms of probation and training met, employee shall become a "regular" full-time employee.
- b. Employee has performed satisfactorily, but areas still need improvement so the Division Commander or his/her designee extends the probationary period for a specified amount of time not to exceed ninety (90) working days. At the completion of the extended probationary period the employee becomes a "regular" full-time employee or is disqualified and released from employment.
- c. Did not meet the terms of probation and training. Employee is disqualified from employment and released.

At anytime during a new hire's training and probationary period they may be disqualified from the training process with or without cause as defined in Kennewick City Policy 2-12-080.

ARTICLE 20- LAYOFF AND RECALL

Section 20.1. Layoff. The City will layoff and recall employees in accordance with specialized skills until cross-training has been completed. When all employees within the bargaining unit have been cross-trained in all functions and can perform all required PSS tasks, the City will layoff in inverse order of seniority if documented performance levels are equal.

Section 20.2. Recall. Employees shall be called back from layoff according to seniority if equally cross-trained. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work. An employee shall be considered on layoff status for a period of twenty four (24) months.

Section 20.3. Recall Notice. The City shall notify laid off employees, by certified mail to the employee's last known address, of any department job opening(s) for which the employee is qualified to fill. Upon notification, employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice, regardless of who signed for the certified job notice, and report to work within fifteen (15) calendar days after giving notification to the City. Failure to do so will result in forfeiture of all recall rights.

ARTICLE 21- SENIORITY

Section 21.1. Seniority Defined. Seniority shall be defined as the length of unbroken service by an employee within the bargaining unit or predecessor following his/her most recent date of hire or rehire. After hire, all time spent on military leaves of absence (except as limited by law) and authorized leaves with pay shall be included in length of service. Leaves without pay shall be included in length of service except that leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken by lot.

Section 21.2. Seniority List. The City will provide the Guild with copies of a seniority list on July 1 of each year.

Section 21.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary quitting or discharge for cause.

Section 21.4. A bargaining unit employee, as defined in Article 1, who accepts a position with the City outside the bargaining unit shall cease to accrue seniority within the bargaining unit. An employee may elect to return to the bargaining unit with their previously accrued seniority earned in the Kennewick Police Department Police Support Specialists Guild or predecessor, provided that a vacant position exists and that he or she returns within twelve (12) months. After twelve (12) months, seniority is extinguished.

ARTICLE 22 - OUTSIDE EMPLOYMENT

The members of the Guild agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his/her work, or in no way be a discredit to the City employment, or in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Police Chief as provided in Departmental Regulations, however off duty employment requests shall not be unreasonably denied.

Employees wishing to pursue outside employment opportunities will complete a request for approval and submit it to the Police Chief. The Police Chief shall review the request within seven (7) working days and respond with a request for additional information, approval, or denial. The employee must submit any additional information requested in a timely manner. The Police Chief shall then have an additional seven (7) working days to approve or deny the request.

ARTICLE 23- EMPLOYEE RIGHTS/ NON-DISCRIMINATION

Section 23.1. Employee Rights. The parties agree that employees have the right to form, join, or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Guild or its members because of the exercise of these rights.

Section 23.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

ARTICLE 24- GUILD MEMBERSHIP / DUES CHECK OFF

Section 24.1. Guild Membership. All full time and part time regular employees of the City coming within the classifications covered by this Agreement may join the Guild as it's bargaining agent in accordance with its rules. Nothing contained in this Section shall be construed to apply to part-time employees or temporary employees with less than nine (9) months continuous employment.

24.2. Guild Dues Deductions/ Indemnification. The City will deduct membership dues and initiation fee, if any, and pay to the Guild (or it's designee) from the wages of all employees who, in writing, have authorized the City to do so. The City will submit a monthly accounting of such deduction, giving the amount deducted opposite the employee's name, as long as such

assignment is not revoked or beyond the termination of this Agreement, whichever first occurs. Enclosed with the monthly dues the city will provide names and addresses of any new hires. The Guild agrees to indemnify and hold the City harmless against any claims, suits, order or judgements brought and issued against the City as a result of any action taken or not taken by the City on account of a payroll deduction of Guild Dues.

24.3. Guild Bulletin Board. The City shall furnish bulletin board space for the use of the Guild for posting Guild announcements and data. The City shall have no responsibility for the contents of material posted on the bulletin board.

ARTICLE 25- SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 26 - CLOTHING ALLOWANCE.

Section 26.1. Clothing allowance. For uniform maintenance and replacement, the employee shall receive seven hundred dollars (\$700.00) per year. For the purpose of this provision, the year shall be a rolling 12-month period between December 1 through November 30 of the following calendar year. Employees will receive the allowance payment on a separate check, on the second claims run of January of each year. Such payments will be subject to IRS regulations including federal income tax withholding on items identified by the IRS as taxable income (belts, shoes, etc.).

Uniforms shall be initially purchased at hire by the City of Kennewick utilizing a quartermaster system. Replacements shall be done utilizing the clothing allowance. Police Support Specialist uniform to be purchased shall be the following:

<u>Identification</u>	<u>Quantity</u>
Photo ID	1 KPD photo ID

<u>Uniform Item</u>	<u>Quantity</u>
Short Sleeve Shirts	5
Long Sleeve Shirt	5 5
Pants	1
Sweater	1 pair
Shoes	1
Belt	1 Provided as needed
Winter Coat	
Patches	

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms, and shall submit all receipts to the KPDPSS designee by December 1 of each year. The unit shall sort the receipts by member, and submit an accounting of the purchase and maintenance, for each member, to the Kennewick Police Department designee by December 10 of each year. Members who do not provide

receipts for the uniform purchase and maintenance totaling seven hundred dollars (\$700.00) shall have the difference deducted from their December 20 payroll check.

All employees shall maintain a presentable appearance while on duty.

ARTICLE 27 - LABOR/ MANAGEMENT COMMITTEE

27.1. Purpose of the Committee. The parties agree that it has been, and will continue to be, in their best interests to promote and encourage areas of understanding and cooperation in labor/management relations; promote efficiency and responsibility in the performance of work; to promote procedures and methods to promptly and fairly resolve any differences, misunderstandings, and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the City and employees for the benefit of all.

This section creates an open communication procedure for the purpose of mutual problem-solving, planning, and initiating discussions regarding matters of general concern to Kennewick Police Department and bargaining unit employees in order to avoid the use of grievances. However, the parties agree that this committee will not consider grievances that are already pending. The work of this committee will not add to, subtract from, alter, or amend the written terms of this collective bargaining agreement except as may be adopted through a formal memorandum of understanding signed by the City Manager and the Guild President.

27.2. Committee Composition. The Labor/Management committee shall be composed of representatives of the City and of the Guild. Two employees shall be allowed to attend Labor/Management meetings and the parties may agree that additional employees may attend as needed for particular topics. The employees will be compensated for their attendance at the meeting by the City as regular or overtime as required elsewhere in this agreement, including any call back pay. However, the meetings may be scheduled to eliminate or reduce overtime and call back pay as appropriate.

The City or the Guild may invite the Guild's attorney or other representative for the purpose of assisting with information exchange and problem solving, as well as discussing, drafting, or reviewing potential agreements. However, the parties understand and agree that these meetings are intended to be informal meetings between the City and the Guild to discuss matters of mutual concern and the attorney or other representative will not typically be expected to be present.

27.3. Meeting Format and Procedures. Either the City or the Guild may request a committee meeting to address subjects relating to the Kennewick Police Department and bargaining unit employees. Meeting requests should be directed to the City's Human Resources Director (or designee) or to the Guild President (or designee). Either party may decline to meet during the final four months of this agreement or once bargaining for a successor agreement commences, whichever is earlier.

The Labor/Management committee shall develop a mutually agreeable format and practices for the committee. The parties will schedule an initial meeting to develop format and practices within forty five (45) days after ratification of this agreement.

ARTICLE 28 - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or Ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 29- DURATION OF AGREEMENT

This Agreement shall become effective upon formal action by both the Guild and the City Council, and shall remain in effect through December 31, 2027 . To amend this contract, either party shall notify the other prior to October 1, 2027 of its desire to terminate or amend the same.

SIGNATURE PAGE

RESERVED

APPENDIX A

SALARY SCHEDULE (RESERVED)

The Police Public Records Specialist shall be 10% over top step Police Support Specialist.

The Police Public Records Generalist shall be 5% over top step Police Support Specialist.

- Effective January 1, 2025, all employees shall receive a three percent (3%) increase.

Add schedule reflecting agreed upon wages.

Additionally, effective January 1, 2025, Step A shall be removed, and Step B shall be reclassified to be Step A. All employees shall be moved steps per below:

Step A shall be removed.
Step B shall be the new Step A.
Step C shall be the new Step B.
Step D shall be the new Step C
Step E shall be the new Step D
Step F shall be the new Step E.

The City reserves the right to initially or during annual evaluations, assign employees to a step based upon related experience or skills.

All employees shall maintain their current anniversary dates.

- Effective January 1, 2026, all employees shall receive a three percent increase.
- Effective January 1, 2026, Step F shall be added to the salary schedule and shall be 4% above Step E.
-
- Effective January 1, 2027, all employees shall receive an increase equal to the June-to-June year over year increase to the CPI-W West B/C cities index with a minimum of 2% and a maximum of 4%.
-
-

SHIFT DIFFERENTIALS

Employees that work swing shift shall receive an additional seventy-five cents (0.75¢) per hour for all hours worked. Employees that work graveyard shift shall receive an additional one dollar (\$1.00) per hour for all hours worked.

LEAD POLICE SUPPORT SPECIALIST PAY

At the discretion of the Division Commander, the City may appoint a Lead Police Support Specialist who will be responsible for the duties identified in Appendix 8. Lead PSS pay is 13% above the top step.

DEFERRED COMPENSATION

The City will contribute an amount equal to five percent (5%) of employees' salary toward deferred compensation. The City contribution match does not require employee participation.

Training Premium:

When an employee is assigned to train another employee as part of the PSS training program administered by the Department, they shall receive a two percent (2%) premium for all hours spent training. The Lead Police Support Specialist shall not be eligible for training premium.

APPENDIX B

LEAD POLICE SUPPORT SPECIALIST

The Lead PSS will help to ensure that the Records Unit operates in a manner consistent with all City and Department policies and procedures, and will promptly notify the Police Records Supervisor of any issues or concerns. The Lead PSS will perform routine PSS activities and will coordinate and oversee the ongoing activities of other PSS employees.

The Lead PSS will conduct, oversee, and/or validate training of all new PSS employees. The Lead PSS will assist in evaluating employee performance and making recommendations for personnel actions when requested.

The Lead PSS will handle various other duties relating to the administration of police records, often performing or overseeing work on larger Records Unit projects.

1.