City Council Regular Meeting Agenda
April 7, 2026 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.

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1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

Proclamation: Arbor Day

2. VISITORS

A total of thirty minutes is allocated for visitor comments, with each person permitted to speak once for a maximum of three minutes. Visitors are welcome to address any topic, **except for: Item 5.a., a quasi-judicial matter**, and elections/campaigns. Comments can be submitted in person, remotely via Zoom, or in writing. Written comments will be distributed to each Councilmember but not read into the record. If you want to provide feedback through Zoom or written format, please reach out to the City Clerk or our website for guidance. www.go2kennewick.com

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

All items included in the Consent Agenda have been provided to each member of the Kennewick City Council for review and consideration. These items are deemed routine and will be approved with a single motion from the Council, without any separate discussion. A Councilmember may remove an item for individual consideration.

a. **Meeting Minutes: March 7, 2026, City Council Retreat**
Motion to approve the minutes as presented.

b. **Meeting Minutes: March 17, 2026, City Council Regular Meeting**
Motion to approve the minutes as presented.

c. **Meeting Minutes: March 24, 2026, City Council Workshop**
Motion to approve the minutes as presented.

d. **Claims Roster: Columbia Park Golf Course Account**
Motion to approve the Claims Roster for the Columbia Park Golf Course Account for February 2026 in the amount of $38,553.72, comprised of check numbers 326 and 3011-3022 in the amount of $14,800.77 and electronic transfers in the amount of $23,752.95.

e. **Payroll Roster: For the Pay Period Ending 3/15/2026**
Motion to approve the payroll roster for the pay period ending 3/15/2026.

f. **Grant: Approval to Accept State and Local Cybersecurity Grant Award to Fund Regional Tabletop Exercises (No. E26-190)**
Motion to approve the 2025 State and Local Cybersecurity Grant Program award under grant agreement number E26-190.

g. **Contract: Award the 2026 Bituminous Surface Treatment Seal Coat Project to Interstate Concrete & Asphalt (P2606-26)**
Motion to award Contract P2606-26 2026 Bituminous Surface Treatment Seal Coat project to Interstate Concrete & Asphalt and authorize the City Manager to execute a contract approved as to form by the City Attorney.

h. **Contract: Awarding the Wastewater Treatment Plant Headworks Screen Rebuilds, RFB 26-007, to SCI Industrial Services, LLC**
Motion to award the project to SCI Industrial Services, LLC, and authorize the City Manager to execute a contract approved as to form by the City Attorney.

5. ORDINANCES

a. **Ordinance: Change of Zone from Residential Suburban (RS) to Residential Low (RL) at 4501 S Olympia St (COZ-2026-0001)**
Motion to adopt the ordinance as presented.

6. COUNCIL COMMENTS & DISCUSSION

7. EXECUTIVE SESSION

a. Executive Session Pursuant to RCW 42.30.110(1)(g) to Review the Performance of a Public Employee

8. CONCLUSION

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.
Please be advised that all Kennewick City Council Meetings are Audio and Video Taped

Proclamation

WHEREAS, in 1892, the Nebraska Board of Agriculture established Arbor Day for tree planting which resulted in over a million trees planted, leading to the holiday being observed globally; and

WHEREAS, the first official Kennewick Arbor Day in April 1912 involved planting 8,000 trees along ten miles of riverfront, as reported in the Kennewick Courier; and

WHEREAS, trees play a vital role in protecting our valuable topsoil from erosion caused by wind and water, help reduce heating and cooling expenses, regulate temperatures, purify the air, generate oxygen, and create habitats for wildlife, and

WHEREAS, in urban areas, trees boost property values, enrich the economic activity in business districts, and enhance the overall beauty of our community; and

WHEREAS, urban and community forestry programs benefit communities by preserving green spaces, managing trees, and promoting tree planting in various metropolitan areas; and

WHEREAS, April is an excellent time of year to plant trees in Kennewick;

NOW, THEREFORE, I, Mayor Jason McShane on behalf of the Kennewick City Council, do hereby proclaim April 24, 2026, as

ARBOR DAY IN THE CITY OF KENNEWICK

I urge all individuals to take responsibility for their surroundings and honor Arbor Day by planting, caring for, and safeguarding trees. This ensures that trees can keep enhancing our quality of life for the well-being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be affixed this 7th day of April 2026.

SIGNED

JASON R. MCSHANE,
Mayor

ATTEST

Krystal Johnston

KRYSTAL JOHNSTON,
City Clerk

Council Agenda Coversheet	Item Number:	4.a.	Date:	4/7/2026	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: March 7, 2026, City Council Retreat**			
	Department:	City Manager			

Recommendation
Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration
Motion to approve the minutes as presented.

Summary
The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives
The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact
None.

Attachments:
1. Minutes - Draft

CITY OF KENNEWICK
CITY COUNCIL RETREAT
MARCH 7, 2026

CITY COUNCIL PRESENT:

Jason McShane, *Mayor*
Arrived at 8:34 a.m.;
Left at 11:15 a.m.; Returned at 2:00 p.m.
Chuck Torelli, *Mayor Pro Tem*
Brad Beauchamp, *Councilmember*
Brad Klippert, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Jessica Platt, *Finance Director*
Chad Crouch, *Executive Services Director*
Anthony Muai, *Planning Director*
Krystal Johnston, *City Clerk*
Dylan Doremus, *Executive Assistant*

PROFESSIONAL FACILITATOR

Patrick Ibarra, *Co-Founder & Partner, The Mejorando Group*

8:30 A.M. WELCOME, INTRODUCTIONS, AND AGENDA OVERVIEW AND OVERARCHING PRINCIPLES AND SUMMARY OF COUNCIL CALLS

Mayor Pro Tem Torelli called the meeting to order at 8:30 a.m. Mr. Ibarra introduced himself and offered a framework for the day's discussion.

8:40 A.M. IDENTIFY AND DISCUSS BENEFITS FROM GOOD GOVERNMENT

Mr. Ibarra prompted a discussion of the benefits of good governance and the ways in which effective governance is achieved. The participants identified their concepts of good governance and the role of government. Notably, strong communication was a recurring theme across all aspects of government (economic development, community safety, quality of life, etc.).

9:00 A.M. 2025 IN REVIEW AND UPDATE ON 2026 WORK PLAN

Ms. Erdman facilitated a review of the achievements from 2025 and outlined goals for 2026 across the Council's five priority areas: Community Safety, Economic Development, Responsible Government, Quality of Life, and Infrastructure & Growth. The group examined how these priorities align with identified projects, noting that several accomplishments and goals intersect multiple priorities.

9:45 A.M. REVIEW THE EXISTING SET OF STRATEGIC PRIORITIES

The participants discussed at length how the priorities align with current practices and potential enhancements.

Community Safety: Safety continues to be a high priority for all panelists; the new fire station and enhanced policing tools such as Axon will improve safety.

Economic Development: Comments emphasized the need for a clear vision for economic development to guide staff effectively. Suggestions included increasing staffing or utilizing consultants for economic development, strengthening ties with TRIDEC and Visit Tri-Cities, identifying incentives for development (such as tax breaks and policies), staging shovel-ready projects for growth, and focusing on the historic downtown's redevelopment with realistic goals and reporting standards.

Responsible Government: Council concurred this is a continued priority and asked that the priority expand to include accountability, transparency, and also a heavier investment in communication with analytical reporting demonstrating the effectiveness of communication through social media and website platforms.

Quality of Life: The panelists discussed objectives under this priority such as expanding large-scale community-wide events, the ways in which quality of life benchmarks are tangible and entice growth, and the anticipated success of the pathway project. The panelists explored the concept of converting underutilized parks and open spaces into higher uses.

Infrastructure and Growth: Council focused discussion on the 2026 PFAS objective complete design and addressing the Southridge industrial area's water and power demands.

10:00 a.m. **BREAK**

10:15 A.M. **REVIEW OF BUDGET FORECAST**

Ms. Platt provided a comprehensive report and responded to Council questions. In response to specific inquiries, Ms. Platt will research new construction growth trends over the last ten years and provide an analysis of benefits versus payroll cost percentages. Ms. Platt explained the upcoming 2026/2027 budget adoption process and highlighted key dates and deadlines. The panelists discussed the property tax levy rate and its impact to the overall budget, together with a discussion of revenue fund sources and the restrictions on expenditures based on the revenue source.

Mayor McShane left to attend a prior commitment at 11:15 a.m.

Capital Project Funding Scenarios: Ms. Platt led a conversation regarding debt capacity, the reserve balance, and the City's current bond AA rating (which is considered excellent). She recommended Council adopt a policy for debt capacity threshold to inform future project funding decisions.

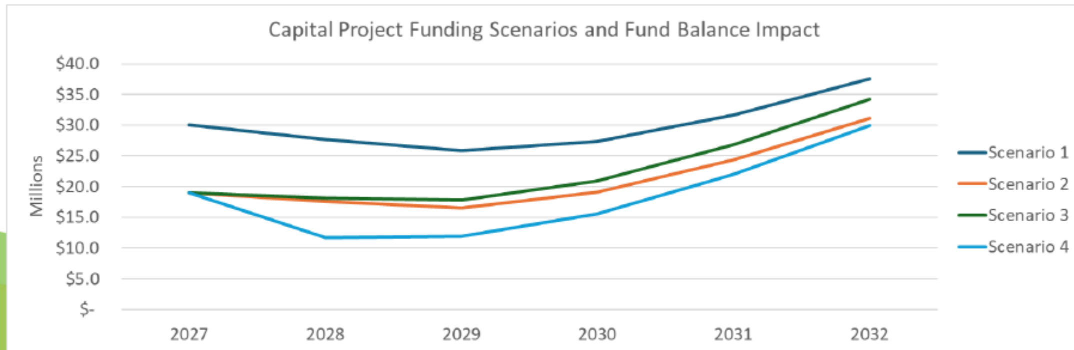
In considering future dept capacity, there was consensus amongst the five Councilmembers present (Mayor Pro Tem Torelli, Councilmember Beauchamp, Councilmember Klippert, Councilmember Millbauer, and Councilmember Trumbo) that the three major projects they want to pursue are the pool, City Hall replacement, and Fire Station 6 *[**NOTE**: these are the projects referred to throughout the minutes as the "three projects"]*.

For the City Hall project, Council urged getting shovel ready design underway as soon as possible, with funding for the design at 10% of the estimated construction cost.

Ms. Platt outlined four scenarios for funding the three projects and the participants discussed the pros and cons of each with the majority concurring that Option 3 seemed most favorable.

Capital Project Funding Scenarios – (In Millions)
City Hall, Fire Station, Swimming Pool

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
	City Hall Finance $35.5M	City Hall Finance $35.5M	City Hall Finance $35.5M	City Hall Finance $35.5M
	Fire Station Finance $15M	Fire Station Finance $15M	Fire Station Finance $7M	Fire Station CIP Payback $7M
	Pool Finance $12M	Pool CIP Reserves $12M	Fire Station Medical Services Reserves $8M	Fire Station Medical Services Reserves $8M
Est. CIP Fund Balance Impact			Pool CIP Reserves $12M	Pool CIP Reserves $12M
2027	$ 30.0	$ 18.9	$ 18.9	$ 18.9
2028	$ 27.7	$ 17.6	$ 18.2	$ 11.7
2029	$ 25.8	$ 16.6	$ 17.8	$ 11.9
2030	$ 27.4	$ 19.1	$ 20.9	$ 15.5
2031	$ 31.7	$ 24.3	$ 26.8	$ 22.0
2032	$ 37.5	$ 31.1	$ 34.2	$ 29.9



11:45 a.m. **LUNCH**

12:30 P.M. **HEADWINDS: CHANGE AS A PROCESS, NOT AN EVENT**

Mr. Ibarra prompted participants to reflect on the current and future volatility and uncertainty of change. He classified residents into three categories: frustrated, fickle, and fans, and discussed strategies to engage each group while converting more into fans through good governance. Mr. Ibarra highlighted the role of social media in driving social change and emphasized the need for the Council to develop a specific social media strategy rather than relying on a general playbook.

1:00 P.M. **STRATEGIC PRIORITY AREAS**

Economic Development: The panel continued exploring economic development, questioning its meaning, the types of businesses to attract, what constitutes "viable," and the city's unique identity.

Mayor McShane returned at 2:00 p.m.

Community Safety: Chief Guerrero spoke about safety, crime rates, and policing tools. Panelists explored various public safety needs and specifically addressed homelessness. For homelessness concerns, the panelists explored concepts centering around the reality of the issue. They discussed whether homelessness is the city's responsibility to resolve versus the responsibility of individuals, charities, healthcare, and state government.

Responsible Government: The subject of providing health benefits for Councilmembers was explored. Ms. Erdman will send an analysis of the cost of council health benefits based on family type and will bring the topic forward at a future workshop for more discussion. Councilmembers remarked on the benefits they've seen as a result of the organizational restructuring Ms. Erdman completed, noting the effects are evident and growing.

Quality of Life: The panelists resumed the earlier discussion of repurposing under-utilized parks and open spaces for higher purposes to include economic development. Important points to consider when exploring these options are whether there are deed restrictions or site-specific concerns.

The discussion then turned to an increase in leveraging sponsorship opportunities such as those the Port of Kennewick, Transit, and the Port of Pasco (airport) do well.

Infrastructure & Growth: Panelists remarked technology infrastructure is equal in importance to streets. In terms of capital improvements, speakers cautioned to remember the ongoing cost of building projects long after the construction is complete and to avoid projects that can't be operated long term.

Panelists discussed the timing to pursue financing for the three major projects and consensus was to proceed with the design stage for all three projects to position options and answers for 2027/2028. The panelists also discussed the capital costs associated with the shoreline reconveyance and that timing of the three major projects needs to allow room for the shoreline reconveyance and also potential contributions to downtown.

Mr. Ibarra cautioned panelists to remember the importance of managing expectations and remarked that cities cannot be all things to all people.

General Fund/Street Fund Gap: Staff asked Councilmembers to consider their preferred reductions to programs and services. Ms. Platt will know the true impact to the general fund after the interfund transfer is accounted for and she will include the analysis in a future report.

Council concurred that losing the main street program would be a mistake and urged time is of the essence to provide support for the downtown area. Panelists discussed whether funds from the Hanford Area Economic Investment Fund and/or TRIDEC may be available for the Historic Downtown Kennewick Partnership.

3:15 P.M. **NEXT STEPS**

Mr. Ibarra summarized the day's discussion, progress, and consensus. Council concurred the five priorities established in 2024 remain the priorities for the next two years: Economic Development, Quality of Life, Infrastructure & Growth, Community Safety, and Responsible Government.

There being no further business, Mayor McShane concluded the meeting at 3:17 p.m.

DRAFT
Krystal Johnston, CMC, CPRO
City Clerk

Council Agenda Coversheet					Category: Consent Agenda
	Item Number:	4.b.	Date:	4/7/2026	
	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: March 17, 2026, City Council Regular Meeting**			
	Department:	City Manager			

Recommendation

Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration

Motion to approve the minutes as presented.

Summary

The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives

The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact

None.

Attachments:

1. Minutes - Draft

CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
March 17, 2026

CITY COUNCIL PRESENT:

Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*
Brad Klippert, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager (Remote)*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Jason Kiel, *Assistant Police Chief*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Jessica Platt, *Finance Director*
Chad Crouch, *Executive Services Director*
Anthony Muai, *Planning Director*
Jake Van Horn, *Deputy Fire Chief*
Dylan Doremus, *Deputy City Clerk*
Jose Santoy, *Police Commander*
Jillian Henze, *PIO/Marketing Supervisor*

1. CALL TO ORDER

Mayor Pro Tem Torelli called the meeting to order at 6:30 p.m.

Mr. Doremus stated all councilmembers were in attendance with the exception of Mayor McShane and that a quorum was established.

Mayor Pro Tem Torelli stated Mayor McShane provided advanced notice of his absence and requested an excusal.

MOTION:	Councilmember Anderson moved to excuse the absence of Mayor McShane.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (6-0)**

Councilmember Trumbo led the Pledge of Allegiance.

Tina Gregory provided the invocation.

2. VISITORS:

Seven visitors spoke in appreciation of the work staff, Council, and citizens of Kennewick had put in the past couple months regarding the Less Restrictive Alternative (LRA) home.

One visitor spoke for Council's continued support for downtown Kennewick businesses.

One visitor, in addition to their comments on the LRA, spoke to the City's budget and the rules for Council invocations.

3. APPROVAL OF AGENDA

MOTION:	Councilmember Beauchamp moved to approve the agenda as presented.
SECOND:	Councilmember Anderson.
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (6-0)**

4. CONSENT AGENDA

MOTION:	Councilmember Millbauer moved to approve the consent agenda as presented.
SECOND:	Councilmember Anderson.
VOTE:	**The motion passed unanimously (6-0)**

a. **Meeting Minutes: March 3, 2026, City Council Regular Meeting**
Motion to approve the minutes as presented.

b. **Meeting Minutes: March 10, 2026, City Council Workshop**
Motion to approve the minutes as presented.

c. **Boards and Commissions: Appoint a Member to the Historic Preservation Commission Position 2**
Motion to appoint Dan Ford to Position 2 of the Historic Preservation Commission with a term expiring March 31, 2030.

d. **Boards and Commissions: Appoint Members to the Parks & Recreation Commission, Positions 2 & 3**
Motion to appoint Logan Janin to Position 2 and Angela Singleton to Position 3 of the Parks & Recreation Commission with terms expiring March 31, 2030.

e. **Claims Roster: February 2026**
Motion to approve the Claims Roster for February 2026 in the amount of $6,938,113.27 comprised of electronic payments and check numbers 323032-323404.

f. **Payroll Roster: For the Pay Period Ending 2/28/2026**
Motion to approve the payroll roster for the pay period ending 2/28/2026.

g. **Contract: Amended Priority Habitat Mitigation Interlocal Agreement with Benton Conservation District**
Motion to approve the amended interlocal agreement as presented.

h. **Contract: Award of W 15th Pl & Bob Olson Traffic Signal Project (P2506-26)**
Motion to award Contract P2506-26 W 15th Pl & Bob Olson Traffic Signal Project to Ellison Earthworks and authorize the City Manager to execute the contract.

i. **Resolution 26-05: Ratifying the Corrected 2025-2027 Interlocal Agreement for Solid Waste and Hazardous Waste Management in Benton County and Repealing Resolution 25-18**
Motion to adopt the resolution as presented.
The Deputy City Clerk assigned Resolution No. 26-05.

j. **Contract: License Agreement for Construction and Operation of Pathway in KID Right of Way from Kellogg to Edison (P2602)**
Motion to approve the License Agreement with KID as presented.

k. **Grant: Columbia Park Bridge Replacement Project for Preliminary Engineering — WSDOT Local Agency Agreement and Federal Aid Project Prospectus (P2610)**
Motion to authorize the Mayor to sign the agreement and project prospectus as presented.

l. **Grant: Island View to Vista Field Active Network Project for Preliminary Engineering — WSDOT Local Programs State Funding Agreement and State Funds Project Prospectus (P2527)**
Motion to authorize the Mayor to sign the agreement and project prospectus as presented.

m. **Contract: Three-Year Renewal of the Samsara GPS Contract to Monitor City Fleet Vehicles**
Motion to renew the Samsara GPS vehicle licensing agreement in the amount of $181,948.18 as described and authorize the City Manager to execute the contract.

5. ORDINANCES/RESOLUTIONS

a. Ordinance 26-6170: 2025/2026 Budget Amendment.

Mr. Doremus read the ordinance title into the record:

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2025/2026 BIENNIAL BUDGET.

Ms. Platt provided a staff report. Council had no questions for staff.

MOTION:	Councilmember Beauchamp moved to adopt the ordinance as presented.
SECOND:	Councilmember Anderson.
DISCUSSION:	None
VOTE:	**The motion passed unanimously (6-0)**
The Deputy City Clerk assigned Ordinance No. 26-6170.	

b. Ordinance: Virtual Currency Kiosks — Adding Chapter 6.09 to the Kennewick Municipal Code.

Laurencio Sanguino advised he had received several questions from Council regarding the Virtual Currency Kiosks. Mr. Sanguino has suggested removing the ordinance and bringing the topic to an upcoming workshop meeting to allow adequate opportunity to answer Council's questions.

With no disagreement or additional questions, the City Clerk will be advised to schedule this matter for a future workshop meeting.

6. NEW BUSINESS

a. Contract: Interlocal Agreement for Parking Lot E at the Three Rivers Convention Center, Between the City of Kennewick, the Port of Kennewick, and the Kennewick Public Facilities District.

Ms. Beaton provided a staff report, explaining the purpose of the agreement is to have a three-way shared cost for parking lot E. Parking lot E will provide overflow parking for the Tri-City Convention Center Expansion and Vista Field project.

Council had no questions for staff.

MOTION:	Councilmember Millbauer moved to approve the Interlocal Agreement and Reciprocal Parking Licensing Agreement as presented.
SECOND:	Councilmember Anderson.
DISCUSSION:	None
VOTE:	**The motion passed unanimously (6-0)**

b. Grant: Department of Ecology Electric Emergency Vehicle.

Chief Van Horn provided a staff report regarding a Washington state Volkswagen grant awarded to Kennewick. The grant serves as a tool for the City of Kennewick to obtain Electric Fire Apparatus with hybrid capabilities.

Council raised concerns about the battery life of the fire apparatus, training for city mechanics for service and repairs, and functionality issues.

Chief Van Horn answered Council questions and advised Council that a yes vote today allows the grant process to proceed. However, Council will have another opportunity at to approve or deny final acceptance of the grant

MOTION:	Councilmember Beauchamp moved to accept the grant award as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	A comment was made regarding insight gained from a Wisconsin Fire Chief who is familiar with the grant opportunity.
VOTE:	**The motion passed unanimously (6-0)**

7. COUNCIL COMMENTS/DISCUSSION:

Councilmembers reported on their respective activities, upcoming events, and items of concern.

8. CONCLUSION: Mayor Pro Tem Torelli concluded the meeting at 07:37 p.m.

DRAFT
Dylan Doremus
Deputy City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/378396

Council Agenda Coversheet					
	Item Number:	4.c.	**Date:**	4/7/2026	**Category:** Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: March 24, 2026, City Council Workshop**			
	Department:	City Manager			

Recommendation

Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration

Motion to approve the minutes as presented.

Summary

The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives

The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact

None.

Attachments:

1. Minutes - Draft

CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
MARCH 24, 2026

CITY COUNCIL PRESENT:

Jason McShane, *Mayor*
Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*
Brad Klippert, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Anthony Muai, *Planning Director*
Jessica Platt, *Finance Director*
Krystal Johnston, *City Clerk*
Jake Van Horn, *Deputy Fire Chief*
Isaac Merkl, *Police Commander*
Tyson Duerr, *Marketing & Communications Specialist*

GUEST PRESENTER:

Briahna Murray, *Partner, Lobbyist, Gordon Thomas Honeywell Government Partners*
Larry Peterson, *Director of Planning & Development, Port of Kennewick*

CALL TO ORDER. Mayor McShane called the meeting to order at 6:30 p.m. Mayor McShane called roll; all Councilmembers were present.

Mayor McShane announced there were no citizen comments submitted.

1. **2026 STATE LEGISLATIVE DEBRIEF:** Ms. Erdman introduced Ms. Murray. During her comprehensive presentation, Ms. Murray responded to Council comments and questions. No action taken.

2. **DEVELOPMENT AGREEMENT EXTENSION WITH PORT OF KENNEWICK FOR VISTA FIELD:** Mr. Muai, Mr. Cowling, and Chief Heffner provided a comprehensive staff report and together with Ms. Erdman and Mr. Peterson, responded to Council comments and questions. No action taken.

Mayor McShane and Ms. Erdman provided a brief update regarding the Shoreline Reconveyance effort, focusing on their recent trip to Washington, D.C., and the next steps. No action taken.

CONCLUSION. Mayor McShane concluded the meeting at 8:15 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/379161

Council Agenda Coversheet					
	Item Number:	4.d.	**Date:**	4/7/2026	**Category:** Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Claims Roster: Columbia Park Golf Course Account**			
	Department:	Finance			

Recommendation

Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for February 2026.

Motion for Consideration

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for February 2026 in the amount of $38,553.72, comprised of check numbers 326 and 3011-3022 in the amount of $14,800.77 and electronic transfers in the amount of $23,752.95.

Summary

None

Alternatives

None

Fiscal Impact

$38,553.72

Attachments:

1. Claims Roster

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
FEBRUARY 2026

Check Number	Vendor Check Name	Check Date	Amount	Type
326	SS EQUIPMENT	2/27/2026	4,108.49	Check
3011	KENNEWICK GOLF CORPORATION	2/10/2026	5,579.82	Check
3012	TOTAL E INTEGRATED INC.	2/10/2026	438.00	Check
3013	YELP	2/10/2026	40.00	Check
3014	AUDUBON INTERNATIONAL, INC.	2/10/2026	400.00	Check
3015	CITY OF KENNEWICK	2/10/2026	186.65	Check
3016	COLEMAN OIL	2/10/2026	200.74	Check
3017	LES SCHWAB TIRE CENTER	2/10/2026	336.09	Check
3018	PEPSI-COLA BOTTLING OF PASCO	2/10/2026	234.47	Check
3019	WAMBEKE WINDOW WASHING	2/10/2026	125.00	Check
3020	CASTLE ROCK SOLUTIONS, INC.	2/24/2026	122.90	Check
3021	COLUMBIA POINT GOLF COURSE	2/24/2026	384.60	Check
3022	COURSECO, INC	2/24/2026	2,644.01	Check
NATIONWIDE 022026	NATIONWIDE	2/9/2026	627.33	EFT
WA DOR 0051099213	DEPARTMENT OF REVENUE	2/25/2026	2,078.96	EFT
5292895	ADP TOTAL SOURCE (AUTOPAY)	2/23/2026	3,563.25	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	2/5/2026	6,763.06	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	2/19/2026	6,223.13	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	2/28/2026	3,997.87	EFT
Bank Deduction	MERCHANT SERVICES	2/2/2026	466.13	EFT
Bank Deduction	US Bank	2/13/2026	33.22	EFT
			38,553.72	

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

Jessica Platt, Finance Director

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

Check numbers: 326 and 3011-3022	$	14,800.77
Electronic transfers	$	23,752.95
Total	$	38,553.72

Exceptions:

Check Number	Vendor Check Name	Check Dated		Amount	Debit	Credit
325	SS EQUIPMENT	2/27/2026		$4,108.49		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$4,108.49
	PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS			
3011	KENNEWICK GOLF CORPORATION	2/10/2026		$5,579.82		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$5,579.82
	PURCH	59600-080-244-00	ACCOUNTING FEES		$1,395.65	
	PURCH	59610-080-244-00	MANAGEMENT FEE		$4,184.17	
3012	TOTAL E INTEGRATED INC.	2/10/2026		$438.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$438.00
	PURCH	51900-080-244-00	CONTRACT SERVICES		$438.00	
3013	YELP	2/10/2026		$40.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$40.00	
3014	AUDUBON INTERNATIONAL, INC.	2/10/2026		$400.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$400.00
	PURCH	51400-060-244-00	PROFESSIONAL DUES & FEES		$400.00	
3015	CITY OF KENNEWICK	2/10/2026		$186.65		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$186.65
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		$32.70	
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		$153.95	
3016	COLEMAN OIL	2/10/2026		$200.74		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$200.74
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		$200.74	
3017	LES SCHWAB TIRE CENTER	2/10/2026		$336.09		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$336.09
	PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS		$336.09	
3018	PEPSI-COLA BOTTLING OF PASCO	2/10/2026		$234.47		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$234.47
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$172.10	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$51.87	
	PURCH	51900-060-244-00	CONTRACT SERVICES		$10.50	
3019	WAMBEKE WINDOW WASHING	2/10/2026		$125.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$125.00
	PURCH	51900-050-244-00	CONTRACT SERVICES		$125.00	
3020	CASTLE ROCK SOLUTIONS, INC.	2/24/2026		$122.90		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$122.90
	PURCH	51900-080-244-00	CONTRACT SERVICES		$122.90	
3021	COLUMBIA POINT GOLF COURSE	2/24/2026		$384.60		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$384.60
	PURCH	50100-080-244-00	SALARIES		$192.30	
	PURCH	50100-060-244-00	SALARIES		$192.30	
3022	COURSECO, INC.	2/24/2026		$2,644.01		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$2,644.01
	PURCH	18400-000-244-00	GENERAL LIABILITY INSURANCE		$2,362.58	
	PURCH	53100-080-244-00	ADVERTISIING & MARKETING		$281.43	
NATIONWIDE 0226	NATIONWIDE	2/9/2026		$627.33		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	`		$627.33
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS		$627.33	
WA DOR 0051099213	WASHINGTON STATE DEPARTMENT OF REVENUE	2/25/2026		$2,078.96		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$2,078.96
	PURCH	20300-000-244-00	SALES TAX PAYABLE		$93.45	
	PURCH	91101-000-244-00	OTHER STATE TAX		$1,985.51	
5292895	ADP TOTAL SOURCE (AUTOPAY)	2/23/2026		$3,563.25		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$3,563.25
	PURCH	50800-050-244-00	HEALTH BENEFITS			
	PURCH	50800-060-244-00	HEALTH BENEFITS			
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	2/5/2026		$6,763.06		
	PAY	50000-000-244-00	TEMPORARY ACCT			$6,763.06
	PURCH	48100-050-244-00	INSTRUCTION		$108.78	
	PURCH	50200-050-244-00	HOURLY WAGES		$4,100.05	
	PURCH	50200-060-244-00	HOURLY WAGES		$2,017.98	
	PURCH	50400-050-244-00	SALES COMMISSIONS			

	PURCH	50800-050-244-00	HEALTH BENEFITS			$226.66
	PURCH	50800-060-244-00	HEALTH BENEFITS			$302.44
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$691.71	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$322.48	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$23.47	
	PURCH	52100-050-244-00	CELL PHONE		$27.69	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	2/19/2026		$6,223.13		
	PAY	50000-000-244-00	TEMPORARY ACCT			$6,223.13
	PURCH	50200-050-244-00	HOURLY WAGES		$3,251.68	
	PURCH	50200-060-244-00	HOURLY WAGES		$2,531.44	
	PURCH	50400-050-244-00	SALES COMMISSIONS			
	PURCH	50800-050-244-00	HEALTH BENEFITS			$226.66
	PURCH	50800-060-244-00	HEALTH BENEFITS			$302.44
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$529.52	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$389.79	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$22.11	
	PURCH	52100-050-244-00	CELL PHONE		$27.69	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHARGES)	2/28/2026		$3,997.87		
	PAY	50000-000-244-00	TEMPORARY ACCT			$3,997.87
	PURCH	47150-050-244-00	COGS MERCHANDISE		$549.69	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		($39.20)	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$123.40	
	PURCH	51400-060-244-00	PROFESSIONAL DUES & FEES		$530.00	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENTERTAINMENT		$731.12	
	PURCH	51500-080-244-00	TRAVEL LODGING & ENTERTAINMENT		$889.08	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS		$65.07	
	PURCH	52150-080-244-00	INTERNET/CABLE		$61.60	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL		$126.50	
	PURCH	52500-080-244-00	OFFICE SUPPLIES		$103.80	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS		$9.34	
	PURCH	52900-080-244-00	PRINTING		$20.88	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$52.62	
	PURCH	54600-080-244-00	MINOR FF&E		$337.27	
	PURCH	55300-050-244-00	RANGE SUPPLIES		$57.08	
	PURCH	55800-060-244-00	OTHER DEPARTMENT SUPPLIES		$17.83	
	PURCH	58100-060-244-00	EQUIMPMENT PARTS		$361.79	
Bank Deduction	MERCHANT SERVICES	2/2/2026		$466.13		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank			$466.13
	PURCH	54000-080-244-00	BANK CHARGES		$466.13	
Bank Deduction	US Bank	2/13/2026		$33.22		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank			$33.22
	PURCH	54000-080-244-00	BANK CHARGES		$33.22	

Council Agenda Coversheet	Item Number:	4.e.	Date:	4/7/2026	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Payroll Roster: For the Pay Period Ending 3/15/2026**			
	Department:	Finance			

Recommendation
Staff recommends that Council approve the payroll roster as presented.

Motion for Consideration
Motion to approve the payroll roster for the pay period ending 3/15/2026.

Summary
None.

Alternatives
None.

Fiscal Impact
3/15/2026 Total: $3,037,205.78

Attachments:
1. Roster

All Departments:

	69,530.74
Building Safety	7,720.55
City Attorney	34,912.58
City Council	5,316.00
City Manager	13,516.08
Community Planning	21,200.85
Engineering	62,326.87
Finance	60,675.42
Fire	131,909.90
Management Services	91,218.77
Non-Departmental	2,415.34
Parks, Recreation & Facilities	97,999.05
Police	570,533.84
Subtotal - General Fund	**1,169,275.99**
	3,403.56
BI-PIN	16,616.89
Building Safety	57,638.08
Criminal Justice	97,684.91
Equipment Rental	15,166.97
Management Services	4,141.39
Medical Services	539,822.03
Stormwater	27,654.68
Street	47,324.71
Water & Sewer	177,249.94
Subtotal - Other Funds	**986,703.16**
Total Salaries and Wages	**2,155,979.15**

Benefits

Dental Insurance	26,999.32
DRS Retirement	115,534.38
Employee Assistance Program	28.49
Life Insurance	5,600.40
Long-Term Disability Insurance	6,558.14
Medical Expense Reimbursement Plan	3,600.00
Medical Insurance	407,468.68
Medicare	30,529.80
MissionSquare Deferred Compensation	97,436.31
Social Security (OASDI)	93,798.59
Vision Insurance	3,630.33
WA Paid Family & Medical Leave	6,686.83
Worker's Compensation Insurance	83,355.36
Total Benefits	**881,226.63**
Grand Total	**$3,037,205.78**

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 $3,037,205.78 comprised of check numbers 78494 through 78497 and direct deposit numbers 245029 through 245480.

Approved for payment:

Jessica Platt

Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number:	4.f.	Date:	4/7/2026	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Grant: Approval to Accept State and Local Cybersecurity Grant Award to Fund Regional Tabletop Exercises (No. E26-190)**			
	Department:	Executive Services			

Recommendation

Staff recommends approving the SLCGP Grant Award E26-190 in the amount of $122,500

Motion for Consideration

Motion to approve the 2025 State and Local Cybersecurity Grant Program award under grant agreement number E26-190.

Summary

The objective of the project is for multiple agencies to come together (city, county, school district, PUD, REA, BCES) to see how agencies work through IT training scenarios (referred to as tabletop exercises) for responses to IT incidents. Incidents could be cyberattacks, losses associated with natural disaster (such as flooding, fire, etc.), loss of key personnel, internet outages, etc.

Tabletop exercises allow the IT teams the ability to work through potential issues before they ever happen (practice without being under pressure of a real event) and work to build mitigation and response plans that help to expedite recovery of systems when an event actually occurs. The exercises also identify business continuity impacts that can affect citizens, not just employees. This grant covers the ability to bring together multiple teams (IT, SCADA, BCES, etc) locally to work through multiple realistic tabletop exercises as a region, to see how we impact each other, and how we can help each other when a real incident occurs. Tools, professional services, rentals, or solutions identified as part of the work are included, and contractor work will be covered under the grant award.

Alternatives

Alternatives including not doing the tabletop exercises, or requesting additional budget funding to cover the costs of the event.

Fiscal Impact

No direct financial impact

Attachments:

1. Agreement

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: **$122,500**	3. Grant Agreement Number: **E26-190**
4. Subrecipient Contact, phone/email: **Tracy Troutman, 509-585-4596** **tracy.troutman@ci.kennewick.wa.us**	5. Grant Agreement Start Date: **December 13, 2024**	6. Grant Agreement End Date: **August 31, 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-2024-CY-05188**	12. Federal Award Date: **12/13/2024**	13. Assistance Listings # & Title: **97.137 – 24SLCGP**

14. Total Federal Award Amount: **$5,621,825**	15. Program Index # & OBJ/SUB-OBJ: **745C3 (State), 745C4 (Local-Rural), 745C5 (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) 2024 State and Local Cybersecurity Grant Program (24SLCGP) 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), referred to as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies to strengthen the security of critical infrastructure and improve the resilience of the services SLT governments provide their communities.

The Department is the Recipient and Pass-through Entity of the 24SLCGP DHS Award Letter for Grant No. EMW-2024-CY-05188 ("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
Seth Daniel Nickerson, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
David Merchant 7/8/2025
Assistant Attorney General

FOR THE SUBRECIPIENT:

____
Signature Date
Erin Erdman, City Manager
City of Kennewick

APPROVED AS TO FORM (if applicable):

____
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	**IT 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	**Jonathan Dickey**	Name	**Melissa Berry**
Title	**Asst IT Manager**	Title	**Program Manager**
Email	**Jonathan.Dickey@ci.kennewick.wa.us**	Email	**melissa.berry@mil.wa.gov**
Phone	**509-585-4322**	Phone	**253-384-7226**
Name	**Jessica Platt**	Name	**General Information**
Title	**Finance Director**		
Email	**Jessica.Platt@ci.kenewick.wa.us**	Email	**preparedness.grants@mil.wa.gov**
Phone	**509-585-4552**		

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 24SLCGP, including, but not limited to, all criteria, restrictions, and requirements of "*The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 State and Local Cybersecurity Grant Program*" (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 24SLCGP 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 subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 24SLCGP 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 24SLCGP 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 24SLCGP 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 this Agreement (Attachment C).

iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Department in writing upon discovery

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.

d. 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 fifteen percent (15%) or 15% of modified total direct costs or choose to negotiate a higher rate with the Department. 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. All international travel requires prior FEMA approval.

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 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). 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. For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. 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). If funds are not required, the Subrecipient shall notify the Department Key Personnel.

i. All costs for equipment and supplies must be incurred, and items received, before the Grant Agreement End Date.

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) in the format provided by the Department.

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

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized subrecipient 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 $10,000 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 ten thousand dollars ($10,000) 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 ten thousand dollars ($10,000) 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.

C. Notify Department Key Personnel to initiate the disposition process 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-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 $10,000) must be identified and explained to the Department. 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 2 CFR 200*. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and 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 subrecipient 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; installation of sonar system; 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 will 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 subrecipient 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 subrecipient to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any subrecipient 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.d.

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, Budget, 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 subrecipient to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

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

a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Pursuant to FEMA Policy FP-256-23-001 (www.fema.gov/sites/default/files/documents/fema_)policy-language-access.pdf) this requirement applies to anyone awarded FEMA funding. Complying with the requirement to provide 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. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services necessary to ensure a LEP individual has meaningful access to the Subrecipient's programs and activities. The analysis should consider:

   i. The number or proportion of LEP individuals eligible to be served or likely encountered by the program

   ii. The frequency with which LEP individuals come in contact with the program

   iii. The nature and importance of the program, activity, or service provided by the program to people's lives

   iv. The resources available to the program and costs

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 24SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 24SLCGP Award Letter and its incorporated documents for the Grant, which are incorporated in and made a part of this Agreement (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. "**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.

d. "**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. The 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.

Except as provided herein, 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. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the 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.

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, 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 subrecipient 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 Subrecipient 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.

Subrecipients of a federal award, that expend **$1,000,000** 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. Subrecipients that spend less than **$1,000,000** 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 "subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award.

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 (WBEs): 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. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

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.

24SLCGP Award Letter
EMW-2024-CY-05188

Award Letter

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

Effective date: 12/13/2024

Melissa Berry
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES
CAMP MURRAY, WA 98430

EMW-2024-CY-05188

Dear Melissa Berry,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the FY 2024 State and Local Cybersecurity Grant Program, has been approved in the amount of $5,621,825.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than $2,409,354.00 for a total approved budget of $8,031,179.00. Please see the FY 2024 State and Local Cybersecurity Grant Program (SLCGP) for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2024 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin XXX: Updated Fiscal Year 2024 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.

Sincerely,

Robert Farmer
Acting Deputy Assistant Administrator
Acting Deputy Assistant Administrator Grant Programs Directorate

Award Summary

Program: Fiscal Year 2024 State and Local Cybersecurity Grant Program
Recipient: MILITARY DEPARTMENT, WASHINGTON STATE
UEI-EFT: D2EJRGZ2PLG8-0001
DUNS number: 8088833830001
Award number: EMW-2024-CY-05188

Summary description of award

The purpose of the Fiscal Year 2024 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. The terms of the approved Investment Justification(s) and Project Worksheet (Budget Detail) 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 FEMA GO 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.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

// due to new system inclusion of information without context, pages 3-7 not included – available on request //

Agreement Articles

Program: Fiscal Year 2024 State and Local Cybersecurity Grant Program
Recipient: MILITARY DEPARTMENT, WASHINGTON STATE
UEI-EFT: D2EJRGZ2PLG8-0001
DUNS number: 8088833830001
Award number: EMW-2024-CY-05188

Table of contents

Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**
Article 2	**General Acknowledgements and Assurances**
Article 3	**Acknowledgement of Federal Funding from DHS**
Article 4	**Activities Conducted Abroad**
Article 5	**Age Discrimination Act of 1975**
Article 6	**Americans with Disabilities Act of 1990**
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information**
Article 8	**Civil Rights Act of 1964 – Title VI**
Article 9	**Civil Rights Act of 1968**
Article 10	**Copyright**
Article 11	**Debarment and Suspension**
Article 12	**Drug-Free Workplace Regulations**
Article 13	**Duplicative Costs**
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Article 15	**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Article 16	**Energy Policy and Conservation Act**
Article 17	**False Claims Act and Program Fraud Civil Remedies**
Article 18	**Federal Debt Status**
Article 19	**Federal Leadership on Reducing Text Messaging while Driving**
Article 20	**Fly America Act of 1974**
Article 21	**Hotel and Motel Fire Safety Act of 1990**
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Article 23	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Article 24	**Lobbying Prohibitions**
Article 25	**National Environmental Policy Act**
Article 26	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
Article 27	**Non-Supplanting Requirement**

Article 28	**Notice of Funding Opportunity Requirements**
Article 29	**Patents and Intellectual Property Rights**
Article 30	**Procurement of Recovered Materials**
Article 31	**Rehabilitation Act of 1973**
Article 32	**Reporting of Matters Related to Recipient Integrity and Performance**
Article 33	**Reporting Subawards and Executive Compensation**
Article 34	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**
Article 35	**SAFECOM**
Article 36	**Terrorist Financing**
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)**
Article 38	**Universal Identifier and System of Award Management**
Article 39	**USA PATRIOT Act of 2001**
Article 40	**Use of DHS Seal, Logo and Flags**
Article 41	**Whistleblower Protection Act**
Article 42	**Environmental Planning and Historic Preservation (EHP) Review**
Article 43	**Applicability of DHS Standard Terms and Conditions to Tribal Nations**
Article 44	**Acceptance of Post Award Changes**
Article 45	**Disposition of Equipment Acquired Under the Federal Award**
Article 46	**Prior Approval for Modification of Approved Budget**
Article 47	**Indirect Cost Rate**
Article 48	**Build America, Buy America (BABA) Act Required Contract Provision & Self-Certification**
Article 49	**Funding Hold: Additional Information Required**
Article 50	**Funding Hold: Indirect Cost Rate Information Required**
Article 51	**SLCGP Performance Goal**

Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications** I. 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 federal awarding agency.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. 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 and 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 required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must 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 these 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 to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award 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 award funds.

Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**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. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 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 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award 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 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, 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 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as 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 12	**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 the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	**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. No. 92-318 (codified as amended at 20 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	**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 16	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 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 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	**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 19	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)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. § 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 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award 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. § 2225a.
Article 22	**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. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. 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 23	**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. § 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 24	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal 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. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) 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 26	**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 statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30	**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. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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 31	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 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 32	**Reporting of Matters Related to Recipient Integrity and Performance** 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 the federal award, then the recipient 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 by reference.
Article 33	**Reporting Subawards and Executive Compensation** For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

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. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined 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. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	**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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 36	**Terrorist Financing** Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	**Universal Identifier and System of Award Management** 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 reference.
Article 39	**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. §§ 175–175c.
Article 40	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment 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; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws, regulations 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. Applicants should contact their Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA 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, the applicant will monitor the 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 43	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** 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 Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 44	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 45	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 46	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as 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(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	**Build America, Buy America (BABA) Act Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America (BABA) Act must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.

Article 49	**Funding Hold: Additional Information Required** FEMA has placed a funding hold on this award, and $5,293,300.75 is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from obligating, expending, or drawing down the federal funds identified in this Article. To release this hold, additional information is required for the project/investment identified below. Please contact the relevant Preparedness Officer or Grants Management Specialist to receive further guidance on the steps required to release this hold. • Project/Investment # IJ TBD - IJ TBD : $5,293,300.75, IJ TBD. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.
Article 50	**Funding Hold: Indirect Cost Rate Information Required** FEMA has placed a funding hold on this award, and $47,433.00 budgeted for indirect costs is on hold in the FEMA financial systems. The MILITARY DEPARTMENT, WASHINGTON STATE is prohibited from obligating, expending, or drawing down the federal funds identified in this Article. To release the funding hold, the recipient must provide a fully executed indirect cost rate agreement negotiated between the recipient and its cognizant Federal agency. If the MILITARY DEPARTMENT, WASHINGTON STATE does not have a current indirect cost agreement, the recipient must contact the relevant Program Analyst or Grants Management Specialist for further instructions. If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Grants Management Specialist.
Article 51	**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 F.4 Programmatic Performance Reporting Requirements.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-CY-05188	N/A	916001095	AWARD	WX01057N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Melissa Berry	2535127065	State and Local Cybersecurity Grant Program Grant Program	1-877-585-3242

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
12/13/2024	OTHER - FEMA GO	COST REIMBURSEMENT	12/13/2024 to 12/12/2028 **Budget Period** 12/13/2024 to 12/12/2028

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SLCGP	97.137	2025-IF-PA11 - P410-xxxx-4101-D	$0.00	$5,621,825.00	$5,621,825.00	See Totals
		Totals	$0.00	$5,621,825.00	$5,621,825.00	$2,409,354.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Robert Farmer, Acting Deputy Assistant Administrator Acting Deputy Assistant Administrator Grant Programs Directorate**	**DATE** **12/13/2024**

WORK PLAN

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement, funded by SLCGP and required match funding, and subsequently approved by the Washington SLCGP Planning Committee and CISA/FEMA, and determined allowable by the SLCGP Program Manager.

PROJECT #1 TITLE	***Regional Incident Response Workshop***

PROJECT DESCRIPTION

Kennewick will host a regional event focused on desktop exercises inviting multiple agencies and will leverage its Incident Response Plan Template and Tabletop processes to help partner cities, counties, school districts, PUDs, REAs to respond to plan out incident responses for cyber security incidents as well as address needed incident response training throughout the region.

In multiple discussions with local IT Management, it is clear that we are all struggling with a shortage of resources and experience in developing and maintaining incident response plans, after action reports, and building desktop exercises with our teams. Most agencies struggle to maintain operations and implement tools and have little time to develop and refine processes that may have been written years ago. This project allows Kennewick to help our peers on a larger scale, by sponsoring a facilitated multi-day event at the convention center, for IT, Leadership, and other SMEs across multiple agencies, that completes a cybersecurity incident desktop exercise, facilities other agencies in documenting lessons learned as part of the event, and have the other agencies walk through items they need to review in their own plans or helps them to refresh their plans. For those new in their roles, it will allow them the ability to learn from others, while helping experienced teams refresh their skills.

GAP BEING ADDRESSED

The objective of the project is for multiple agencies to come together to see how other agencies create, coordinate, and complete a desktop incident response simulation and to learn ideas and information necessary to respond to a variety of situations. This will also allow multiple agencies time to ask HOW, WHAT, WHEN type questions that might better refine their own processes and align them better for success. We have never done external desktop scenarios before and do not know of any agency that is doing these exercises outside of their own agency (confidential concerns) but feel that we can all learn from best practices and can review templates, communication plans, and other framework components that might help fill needs others have. As the city has not done this before, we also hope to learn processes from our peers that can add scenarios, procedures, or changes in policy and/or training that might be needed in the future. As the City continues to improve our security posture, we want to extend opportunities to the region for improvement.

Primary goals:
1. Establish a shared understanding of roles, responsibilities, and reporting requirements across jurisdictions.
2. Build and distribute an up-to-date regional cyber incident contact directory.
3. Conduct multi-agency tabletop exercises to test escalation paths, communication plans, and resource coordination.
4. Foster regional collaboration and mutual aid preparation for cyber-related disruptions

High level agenda outline would reflect something like:
Day 1 – Contact & Reporting Readiness
  Review of CJIS, State, and federal reporting requirements
  Development of contact trees and information-sharing protocols
  Introduce shared communications templates and escalation criteria
Day 2 – Tabletop Simulation: Ransomware or Insider Threat
  Multi-agency exercise with injected events
  Real-time communications testing and decision-point facilitation
  Discussion of mutual aid and escalation to state resources
Day 3 – Lessons Learned & Maturity Planning
  After-action review session

Gap identification and readiness scoring
Development of improvement plans and shared documentation

IMPACT

The proposed regional incident response workshop will have a lasting impact by building foundational coordination across jurisdictions, strengthening inter-agency communication protocols, and preparing participating entities for real-world cyber incidents through practical tabletop simulations. This initiative directly addresses a key capability gap in many local governments: the ability to effectively collaborate, escalate, and respond across organizational boundaries during time-sensitive cybersecurity events.

By the conclusion of the workshop series, participating agencies will have:
1. A shared, validated regional contact directory for cyber incident reporting and coordination
2. Defined and tested communication and escalation protocols
3. Increased awareness of state and federal reporting requirements
4. A mutual understanding of roles and dependencies among local, county, and state responders
5. At least one jointly reviewed after-action plan and capability improvement roadmap

These deliverables will continue to add value by serving as reusable tools and reference materials during actual incidents or future planning efforts.

Long-Term Value and Future Improvements
The workshop is designed as a launching point, not an endpoint. Its structure will establish a repeatable model that can be updated annually to reflect new threats, staffing changes, and lessons learned. The City of Kennewick, in collaboration with regional IT and emergency management partners, plans to:1. Integrate workshop outcomes into existing continuity and incident response planning documents
2. Use participant feedback to develop future scenarios for advanced exercises
3. Pursue additional training or simulation resources through FEMA, DHS CISA, or local EM funding streams
4. Explore creation of a Regional Cyber Response Mutual Aid MOU as a follow-on governance deliverable

Sustainment and Ongoing Funding Needs
Future workshop iterations and exercise planning may require ongoing funding for:
1. Tabletop scenario development and facilitation support
2. Hosting costs or materials for in-person coordination sessions

Where feasible, the City and its partner agencies will seek to incorporate these efforts into existing emergency management, cybersecurity, or public safety training budgets. However, periodic funding through state or federal grant programs (e.g., SLCGP) will help maintain momentum and support continuous improvement.

OUTCOME

Upon completion of the Regional Incident Response Workshop, participating agencies will have significantly increased their readiness and coordination capabilities for handling cyber incidents. The key outcomes will be:
Quantifiable Outcomes and Deliverables
1. Regional Cyber Incident Contact Directory developed and distributed to all participating agencies (target: 10-20 SLED agencies)
2. 3-day coordinated workshop delivered with participation from IT, emergency management, communications, and executive stakeholders (target: 30–75 participants)
3. At least one full-scale tabletop exercise conducted with scenario injects, simulated escalation, and coordinated decision-making across jurisdictions
4. After-Action Report (AAR) with capability gaps, corrective actions, and improvement roadmap finalized and shared regionally
5. Workshop evaluation surveys completed by ≥80% of participants, with ≥90% reporting improved understanding of roles, reporting processes, and contact chains

Incremental Performance Metrics
Metric Target
% of participants indicating increased response confidence ≥ 90%

Number of agencies committing to future shared exercises ≥ 10

Capability maturity score (self-assessed) improvement from “Developing” to “Established” in Incident Response Coordination

These outcomes position the City of Kennewick and its regional partners to better withstand, respond to, and recover from cybersecurity incidents in a more cohesive and timely manner.

BUDGET

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify how the funding is budgeted per the identified activities in the Work Plan. If funding is identified as not being required, contact the Department Key Personnel as soon as possible so funding can be reallocated.

City of Kennewick

AGREEMENT AMOUNT $122,500

PROJECT #1	SOLUTION AREA						
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	**TOTAL**
Salaries & Benefits	$0	$0		$0	$0	$0	**$0**
Supplies	$0	$0		$0	$0	$0	**$0**
Travel/Per Diem	$2,500	$0		$0	$5,000	$0	**$7,500**
Contractor/Consultant	$75,000	$15,000		$0	$25,000	$0	**$115,000**
Passthrough	$0	$0	$0	$0	$0		**$0**
Other	$0	$0	$0	$0	$0	$0	**$0**
Equipment			$0				**$0**
SUBTOTAL	$77,500	$15,000	$0	$0	$30,000	$0	$122,500
Indirect							**$0**
TOTAL	**$77,500**	**$15,000**	**$0**	**$0**	**$30,000**	**$0**	**$122,500**

TIMELINE

FY 2024 State and Local Cybersecurity Grant Program

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	***TASK***
December 13, 2024	Grant Agreement start date
July 15, 2026	Submit Progress Report ** time period 12/13/2024 - 6/30/2026*
January 5, 2027	Submit Progress Report ** time period 7/1/2026 - 12/31/2026*
July 15, 2027	Submit Progress Report ** time period 1/1/2027 - 6/30/2027*
August 31, 2027	Grant Agreement end date
October 15, 2027	Submit Final Reimbursement Request and Closeout Report

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

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
GRANT PROGRAM - Acronyms Accepted	**AGREEMENT NUMBER(S)**

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)

2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)

SAF Revised 5/8/2024

Page ____ of ____

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: ____ Date: _____________

Print Name and Title: ____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Council Agenda Coversheet	Item Number:	4.g.	Date:	4/7/2026	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Award the 2026 Bituminous Surface Treatment Seal Coat Project to Interstate Concrete & Asphalt (P2606-26)**			
	Department:	Public Works			
	Project #:	P2606-26			

Recommendation

Staff recommends awarding the contract to Interstate Concrete & Asphalt in the amount of $713,665.50 plus a 10% contingency amount of $71,366.55, for a total amount of $785,032.05.

Motion for Consideration

Motion to award Contract P2606-26 2026 Bituminous Surface Treatment Seal Coat project to Interstate Concrete & Asphalt and authorize the City Manager to execute a contract approved as to form by the City Attorney.

Summary

Six (6) bids were received on March 24, 2026 at 2:00 pm.

	Base Bid	Bid Alt. A	Bid Alt. B	Total
Interstate Concrete & Asphalt	$571,111.00	$122,976.50	$19,578.00	$713,665.50
Sierra Santa Fe Corp.	$625,710.68	$149,873.54	$19,020.78	$794,605.00
Granite Const. Co.	$779,233.80	$155,971.00	$20,080.00	$955,284.80
Tommer Const. Co. Inc.	$779,941.10	$166,465.03	$21,686.40	$968,092.53
Doolittle Const. LLC	$806,641.25	$156,025.00	$19,076.00	$981,742.25
Central Washington Asphalt	$866,577.70	$187,470.00	$18,574.00	$1,072,621.70
Engineer's Estimate	**$785,760.50**	**$141,842.00**	**$ 7,028.00**	**$934,630.50**

This project includes the application of bituminous surface treatment (BST) seal coat of 9.5 miles of paved residential streets, and arterial streets within the Kennewick City limits. Work includes, but is not necessarily limited to pavement patching of select areas for BST streets, pre-project sweeping by City crews, traffic control, covering and uncovering of utilities, removal of plastic pavement markings, supply, placement and removal of temporary flexible raised pavement markers, fog seal of pavement patches, constructing a single or multiple course BST, post project sweeping, sweeping sidewalks as required to remove any debris that results from the project, haul and disposal of picked up excess rock to a City-provided waste site, application of fog seal, paint striping, and preformed thermoplastic pavement markings.

Due to the uncertainty of oil prices in today's political climate, staff bid this project with alternates to provide some tolerance/buffer in our overall budget in case there were large discrepancies between the bids and the available budget. The City received, though, very competitive bids that will allow us to award the full scope of planned work.

State law requires that contracts are awarded to a responsible bidder with the lowest responsive bid. The bids were reviewed and determined to be responsive. Staff recommends awarding this project to Interstate Concrete & Asphalt, who was determined to be a responsive bidder with the lowest responsive bid.

Alternatives

No alternatives recommended.

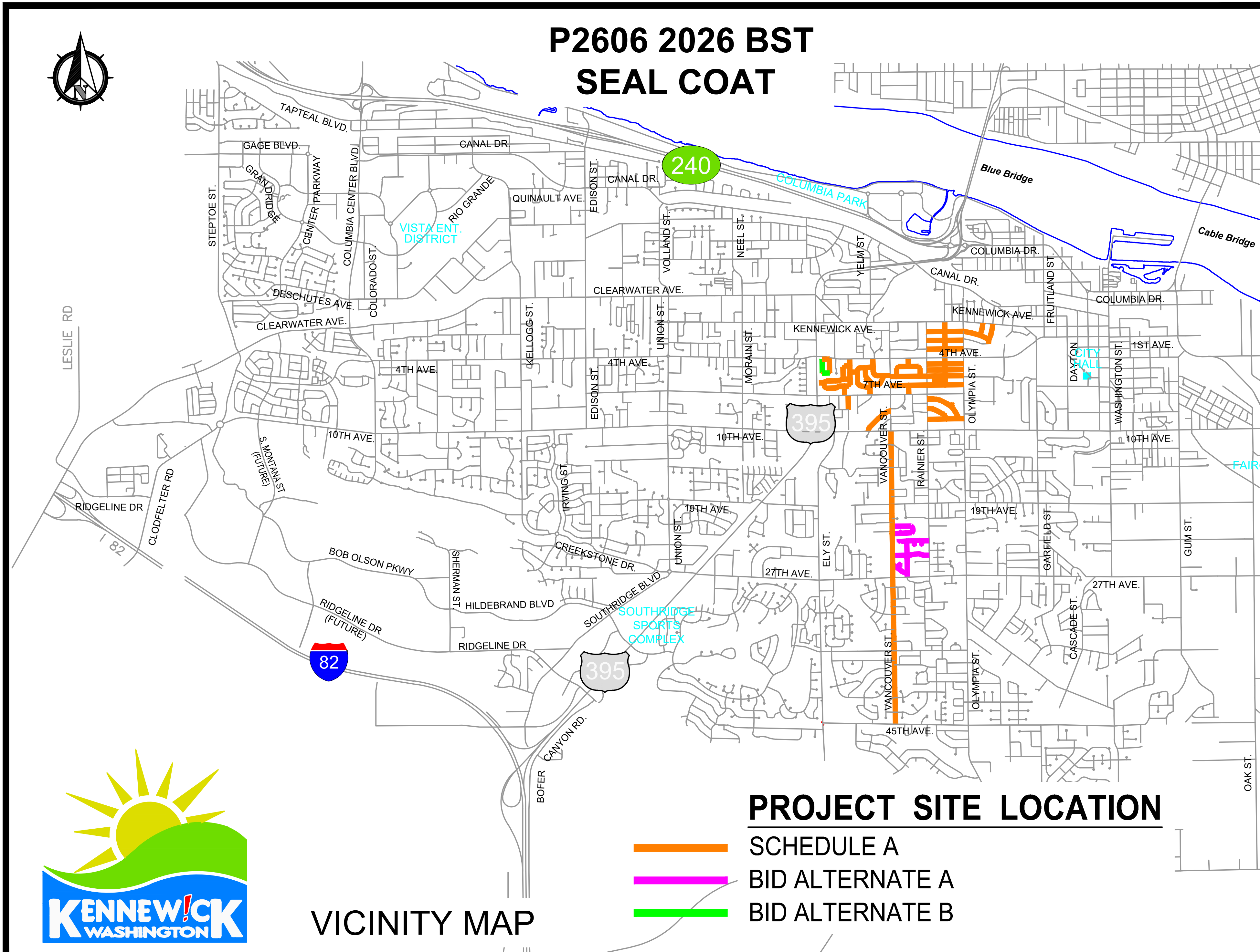
Fiscal Impact

This project will be funded through the City's Transportation Benefit District (TBD) in the amount of $900,000, and no additional General Fund resources are required.

Attachments:

1. Map

P2606 2026 BST SEAL COAT



PROJECT SITE LOCATION

- SCHEDULE A
- BID ALTERNATE A
- BID ALTERNATE B

VICINITY MAP

Council Agenda Coversheet	**Item Number:**	4.h.	**Date:**	4/7/2026	**Category:** Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Awarding the Wastewater Treatment Plant Headworks Screen Rebuilds, RFB 26-007, to SCI Industrial Services, LLC**			
	Department:	Public Works			

Recommendation

Staff recommends awarding the Wastewater Treatment Plant Headworks Screens Rebuilds, RFB 26-007 project to SCI Industrial Services, LLC in the amount of $675,648.00 plus a 10% contingency of $67,564.80, for a total of $743,212.80 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to award the project to SCI Industrial Services, LLC, and authorize the City Manager to execute a contract approved as to form by the City Attorney.

Summary

One (1) bid was received on March 17, 2026 at 2:00PM.

	Bid Total
SCI Industrial Services, LLC	$ 675,648.00
Engineer's Estimate	**$ 450,000.00**

The project consists of rebuilding the two existing headworks FRS filterscreens located at the City's Wastewater Treatment Plant. The existing screens have been in operation since 2009 and have reached the end of their service life. Work includes removing and replacing all wearable and replaceable components on each screen under the supervision of a factory-trained technician, as identified in the bidding documents. Project sequencing allows for the incoming wastewater flows to be isolated, with one screen taken offline, rebuilt, and placed back into service for a 60-day trial period before beginning work on the second screen.

State law requires that contracts are awarded to a responsible bidder with the lowest responsive bid. The bid was reviewed and determined to be responsive. Staff recommends awarding this project to SCI Industrial, LLC who was determined to be a responsive bidder with the lowest responsive bid. Although the single bid exceeds the engineer's estimate, staff recommends moving forward with the award due to the critical nature of the equipment needing to be serviced.

Alternatives

No alternatives recommended.

Fiscal Impact

Water/Sewer Enterprise Funds: $743,212.80

Attachments:

1. Memo

KENNEWICK WASHINGTON

Memorandum

Public Works

To: John A. Cowling, P.E
Public Works Director
Jeremy J. Lustig, P.E.
Public Works Deputy Director

From: Caleb Shannon, P.E. CS
Utility Services Manager

Date: March 31, 2026

Subject: RFB 26-007 Wastewater Treatment Plant Headworks Screen Rebuilds
Recommendation to Award Bid

PROJECT DESCRIPTION AND BACKGROUND

The City of Kennewick Wastewater Treatment Plant (WWTP) currently operates two FRS filterscreens located inside the plant's headworks building. Each filterscreen is an inclined, perforated-plate belt screen designed to capture trash, grease, and other debris from influent flow entering the WWTP. The complete assembly includes motors, screens, chains, brushes, lifting tines, and a collection system for captured solids.

The two filterscreens are a critical part of the WWTP. They were installed in 2009 and have been maintained beyond their expected service life. Plant operations staff identified the need to rebuild this equipment, and a project was funded for the 2025–2026 biennium.

PUBLIC BIDDING AND OPENING

The Headworks Screen Rebuild project was initially advertised for bid in 2025. During the first bidding period, questions arose regarding the use of third-party factory parts. Staff closed the bid prior to the deadline to investigate. Staff consulted with outside municipal wastewater agencies that had recently performed similar screen rebuilds using third party parts and recommended pursuing factory authorized parts to avoid complications. Bid documents were revised to require that parts for the rebuild be provided by an authorized entity licensed to sell FSM Frankenberger GmbH & Co. KG equipment, and that a factory-authorized technician be available during construction. In addition, a requirement was added that only one screen be rebuilt at a time, followed by a 60-day testing period. These conditions were included to reduce the risk of non-functioning screens at the plant.

The project was rebid in February 2026. One (1) bid was received on March 17, 2026, at 2:00 p.m. The sole bidder, SCI Industrial, LLC, submitted $675,648.00 and was deemed responsive. The engineer's estimate was $450,000. City staff contacted two other contractors who attended the onsite pre-bid meeting to ask why they did not bid. Both confirmed the project scope and bidding documents were sound; they were simply too busy to submit bids.

RECOMMENDATION

Although the single bid exceeded the engineer's estimate, staff recommend awarding the project to SCI Industrial, LLC due to the critical nature of the equipment. Review of the bid indicates the cost to procure factory-authorized parts and provide a factory-trained technician during construction accounts for approximately 50-70% of the contractor's bid (depending on contractor's agreement with the subcontractor). Rebidding may not yield additional or substantially lower bids because it is a busy time of year and all parts, regardless of bidder, will be supplied by SAVECO, the sole factory-authorized FSM dealer in North America.

Council Agenda Coversheet					
	Item Number:	5.a.	**Date:**	4/7/2026	**Category:** Ordinance Quasi-Judicial
	Item Type:	Ordinance			
	Subject:	Ordinance: Change of Zone from Residential Suburban (RS) to Residential Low (RL) at 4501 S Olympia St (COZ-2026-0001)			
	Department:	Community Planning			
	Ordinance:				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve Change of Zone COZ-2026-0001.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

At the March 16th hearing, staff gave a presentation and recommendation regarding the proposed Change of Zone located at 4501 S. Olympia St., describing the development potential for the subject property should the zoning designation change. The applicant also gave a statement in support of their proposal, stating that no formal subdivision plans have been submitted and that any new development would meet all applicable city regulations.

Residential, Suburban (RS) allows for single-family and middle housing homes with a minimum lot size of 8,000 sq ft. Residential, Low Density (RL) allows for a reduced minimum lot size of 5,500 sq ft. Both zones allow for townhome lots with a 1,800 sq ft minimum lot size. It is of staff's opinion that the change of zone proposes a zoning designation that is consistent with the zoning of the neighborhood that the property is located in.

Approval of the suggested Change of Zone enables the permitting of a residential subdivision with a minimum lot size of 5,500 square feet. Given that the property in question is adjacent to land already designated as RL, permitting the change of zone aligns with the objectives of the comprehensive plan and municipal code. City Council approval stipulates that, for residential properties, the subject parcel must be adjacent and contiguous to land with the same zoning designation.

Testimony against the proposal was received from members of the public that live adjacent to the subject property. The Planning Commission voted 7 to 0 to recommend approval to City Council.

Alternatives

None recommended, however Council may choose to deny the request.

Fiscal Impact

None

Attachments:

1. Ordinance
2. Presentation
3. Staff Report
4. PC Action Summary
5. PC Minutes Draft

CITY OF KENNEWICK
ORDINANCE NO. 26-______

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 4501 S. OLYMPIA STREET FROM RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, LOW DENSITY (RL) (COZ 2026-0001, Harpster Land Development, c/o Peter Harpster)

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 Residential, Suburban (RS) to Residential, Low Density (RL) for the real property described as follows:

Parcel No. 124892000001000:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 TOWNSHIP 8 NORTH RANGE 29, LESS THE NORTH 30 FEET FOR COUNTY ROAD. LESS RIGHT OF WAY 1.9 ACRES. LESS RIGHT OF WAY .12 ACRES. LESS PORTION DEFINED AS FOLLOWS: THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTHERLY OF COUNTY ROAD, DESCRIPTION CHANGE 4-8-71. LESS PORTION TO COUNTY FOR ROAD 7-15-76. SUBJECT TO EASEMENT 11-25-60, 4-2-69. EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY PURPOSES DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°20'03" EAST, ALONG THE WEST LINE OF SAID SECTION 24, FOR A DISTANCE OF 60.60 FEET; THENCE NORTH 88°39'57" EAST, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH OLYMPIA AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°20'03" EAST, FOR A DISTANCE OF 37.55 FEET; THENCE NORTH 34°39'26" EAST, FOR A DISTANCE OF 51.82 FEET; THENCE NORTH 56°40'53" EAST, FOR A DISTANCE OF 27.48 FEET; THENCE SOUTH 89°48'17" WEST, FOR A DISTANCE OF 33.77 FEET; THENCE SOUTH 44°14'07" WEST, FOR A DISTANCE OF 28.00 FEET, TO THE TRUE POINT OF BEGINNING. (Per SWD for road purposes AF#2011-006460, 3/1/2011).

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, and signed in authentication of its passage this 07 day of April, 2026.

Attest:

____
JASON R. McSHANE, Mayor

____
KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

____
LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: ______________________________

ORDINANCE EFFECTIVE DATE: ______________________________

City Council Meeting
Change of Zone
COZ-2026-0001

April 7th, 2026

Application Summary

Applicant: Peter Harpster of Harpster Land Development

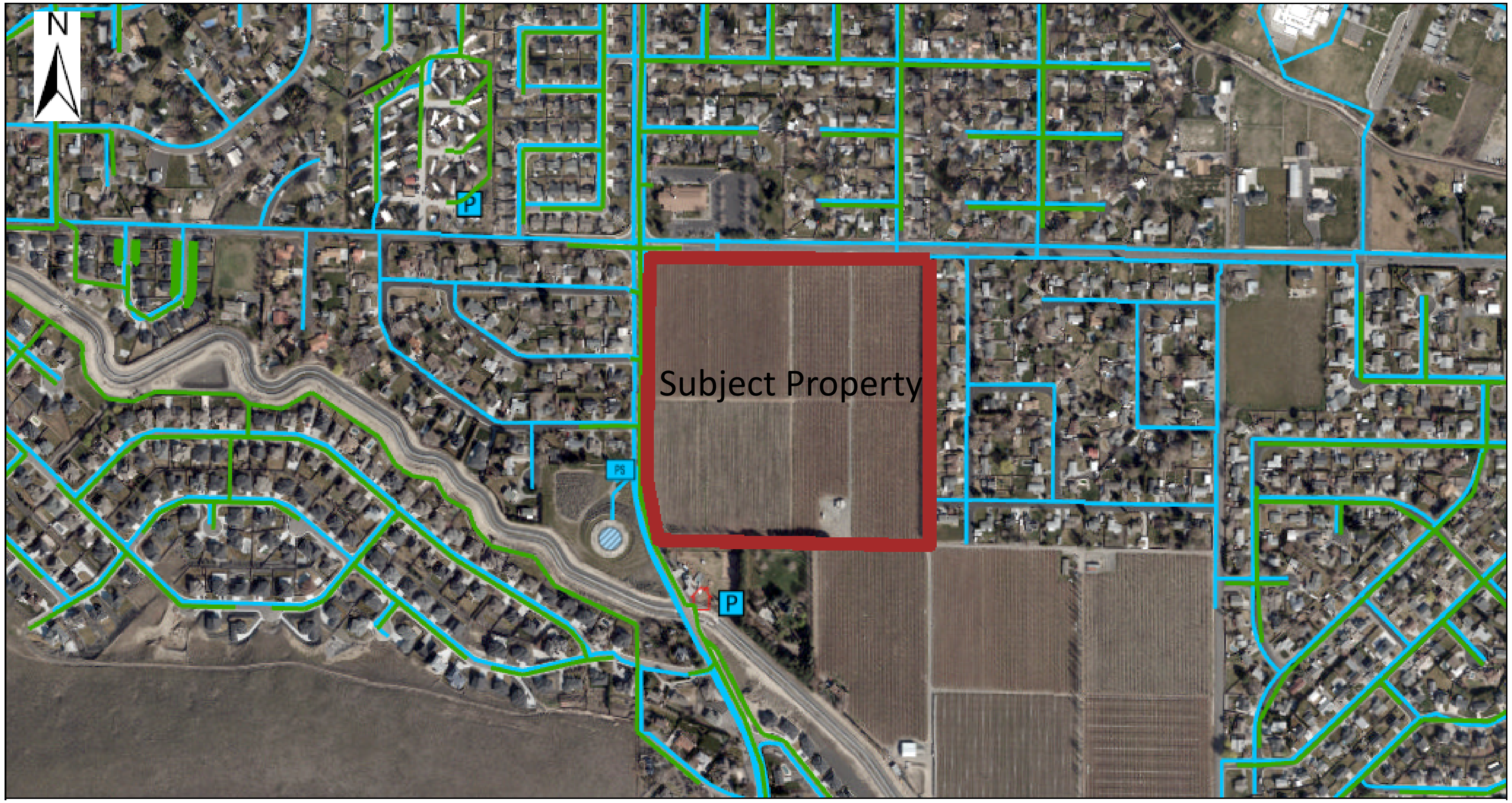
Owner(s): Big Sky North LLC

Proposal: Rezone 37.67 acres from Residential, Suburban(RS) to Residential, Low Density(RL)

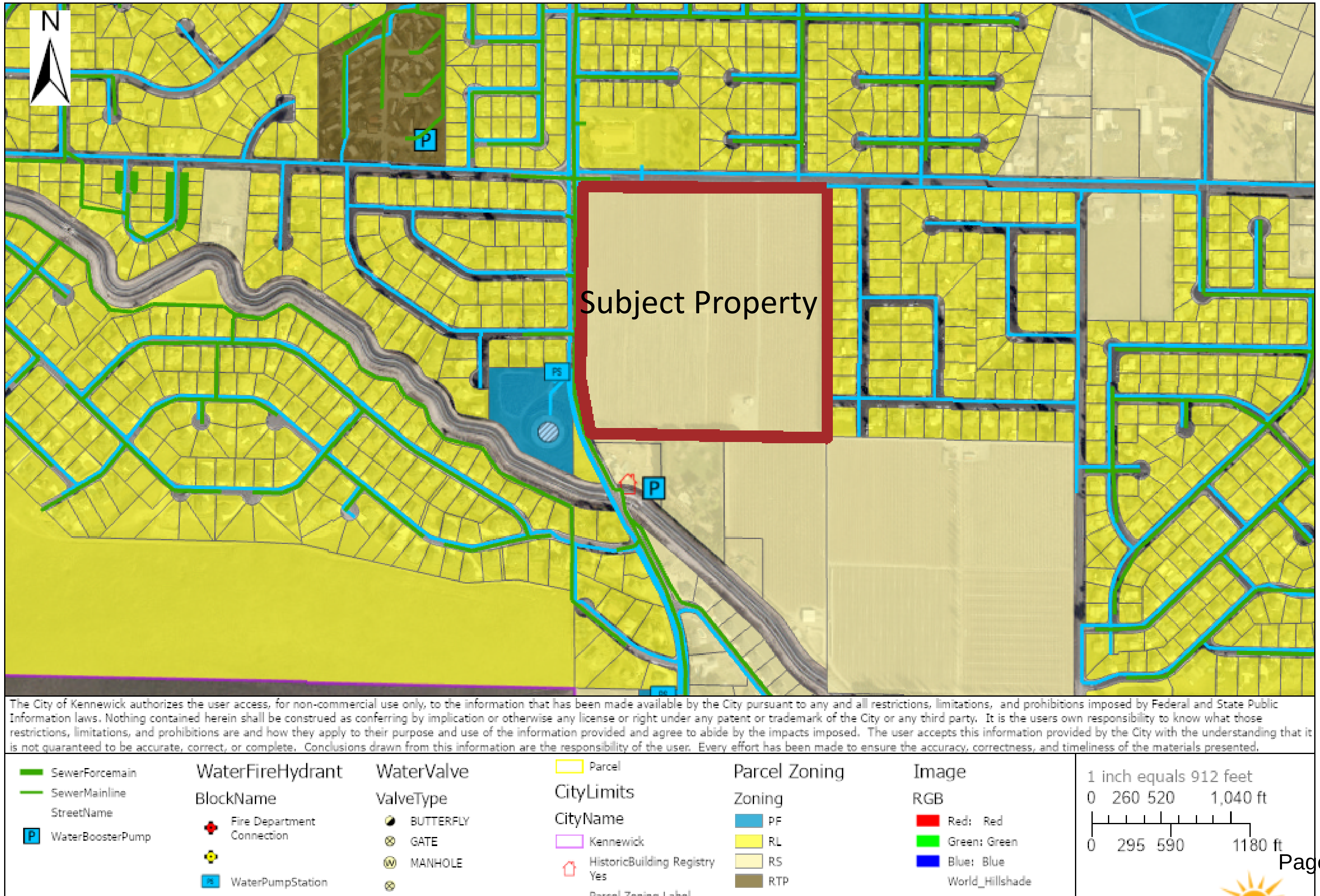
Comprehensive Plan Designation: Low Density Residential

Location: 4501 S Olympia St

Vicinity Map



Zoning Map



N
Subject Property
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.
SewerForcemain
SewerMainline
StreetName
WaterBoosterPump
WaterFireHydrant
BlockName
Fire Department Connection
WaterPumpStation
WaterValve
ValveType
BUTTERFLY
GATE
MANHOLE
Parcel
CityLimits
CityName
Kennewick
HistoricBuilding Registry
Yes
Parcel Zoning
Zoning
PF
RL
RS
RTP
Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade
1 inch equals 912 feet
0 260 520 1,040 ft
0 295 590 1180 ft

Property History

The City annexed the site on June 19th, 2007 by adopting Ordinance 5183 and zoned the property A - Agricultural. The property was rezoned to Residential, Suburban on November 20th, 2018 via Ordinance 5761.

Permitted Uses

The RS and the RL zones both allow single family/middle housing, but RL allows for smaller lots. The RS zone has an 8000 sq ft minimum lot size while RL has a 5500 sq ft minimum. Both zones allow for townhome lots with an 1800 sq ft minimum lot size.

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) 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 March 16th, 2026.
- Members of the public living adjacent to the subject property attended and spoke in opposition to the proposal.
- The applicant's representative attended and spoke in favor of the proposal, stating that no formal subdivision plans have been submitted for the property and that any submittal would meet applicable city regulations.

KENNEWICK WASHINGTON

Recommendation

The Planning Commission recommends approval of COZ-2026-0001.

COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE NO: COZ-2026-0001

Staff Report Date:	March 9th, 2026
Hearing Date & Location:	March 16th, 2026 at Kennewick City Hall and Virtual
Report Prepared By:	Joseph Laris Assistant Planner
Report Reviewed By:	Steve Donovan, AICP Planning Manager
Summary Recommendation:	The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone, COZ-2026-0001
Summary of Proposal:	A Change of Zone from Residential, Suburban (RS) to Residential, Low Density (RL) for 37.67 acres.
Proposal Location:	4501 S Olympia St
Legal Description:	Lot 1

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 TOWNSHIP 8 NORTH RANGE 29, LESS THE NORTH 30 FEET FOR COUNTY ROAD. LESS RIGHT OF WAY 1.9 ACRES. LESS RIGHT OF WAY .12 ACRES. LESS PORTION DEFINED AS FOLLOWS: THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTHERLY OF COUNTY ROAD, DESCRIPTION CHANGE 4-8-71. LESS PORTION TO COUNTY FOR ROAD 7-15-76. SUBJECT TO EASEMENT 11-25-60, 4-2-69. EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY PURPOSES DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01Â°20'03" EAST, ALONG THE WEST LINE OF SAID SECTION 24, FOR A DISTANCE OF 60.60 FEET; THENCE NORTH 88Â°39'57" EAST, FOR A DISTANCE

OF 30.00 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH OLYMPIA AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 01Â°20'03" EAST, FOR A DISTANCE OF 37.55 FEET; THENCE NORTH 34Â°39'26" EAST, FOR A DISTANCE OF 51.82 FEET; THENCE NORTH 56Â°40'53" EAST, FOR A DISTANCE OF 27.48 FEET; THENCE SOUTH 89Â°48'17" WEST, FOR A DISTANCE OF 33.77 FEET; THENCE SOUTH 44Â°14'07" WEST, FOR A DISTANCE OF 28.00 FEET, TO THE TRUE POINT OF BEGINNING. (Per SWD for road purposes AF#2011-006460, 3/1/2011)

Property Owner: Lot 1
Big Sky North LLC
12406 Eagle Reach Ct
Pasco, WA 99301

Applicant: Harpster Land Development
c/o Peter Harpster
5804 Rd 90 Suite C
Pasco, WA 99301

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	November 19th, 2025
Application Submittal	January 28th, 2026
Determination of Completeness Issued	February 2nd, 2026
Notice of Application Posted	February 2nd, 2026
SEPA Threshold Determination Issued	February 23rd, 2026
Property Posting Sign for SEPA Determination	February 23rd, 2026
SEPA Appeal Period	March 9th, 2026
Date of Mailed Notice of Public Hearing	March 2nd, 2026
Property Posting Sign for Public Hearing	March 2nd, 2026
Date of Published Notice of Public Hearing	March 1st, 2026

Exhibits:
1. Staff Report
2. Application/Supplemental Information
3. Vicinity/Site Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Public Hearing Mailing
7. Determination of Non-Significance

8. Benton Public Utility District Email
9. Kennewick Irrigation District Email
10. Bonneville Power Administration Email
11. Planning Dept. response to M. Ramos question
12. Public Comments

Zoning adjacent to the site:
North: Residential, Low Density (RL)
East: Residential, Low Density (RL)
South: Residential, Suburban (RS)
West: Residential, Low Density (RL)

Applicable Goals and Policies of the Comprehensive Plan:

Residential Goals and Policies:

Goal 1: Provide for attractive, walkable, and well-designed residential neighborhoods, with differing densities and compatible with neighboring areas.

Policy 1: Maintain residential zoning regulations that offer a similar graduation in building scale and bulk.

Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.

Policy 2: Residential Low Density - Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing within the Residential Low Density land use designation to allow for a range of lifestyles.

Kennewick Municipal Code Findings:

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

<u>KMC 18.51.070(2): Findings:</u>

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
<u>Staff Response:</u> The proposed Change of Zone conforms to the comprehensive plan because the RL Zoning District is an implementing zoning district of the site's current Commercial Land Use Designation.

b. Promotes the public necessity, convenience and general welfare; and
<u>Staff Response:</u> The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with the surrounding properties.

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 amendment will establish a zoning district that complies with Comprehensive Plan. The RL Zone is an implementing zone of the site's Low Density Residential Land Use Designation.*

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: *The proposed Change of Zone abuts land currently zoned RL north, east, and west.*

Public Comments:
A few comments were received from neighboring property owners concerned with potential impacts from any new development that the change of zone would allow.

Agency Comments:
The Bonneville Power Administration, Columbia Irrigation District, and Benton Public Utility District have no comments on the proposal.

Benton Clean Air Agency has not provided any comment on the proposal.

Kennewick Irrigation District provided general comments concerning the irrigation service on the property.

Staff Analysis of Proposal & Discussion:
The proposed Change of Zone (COZ-2026-0001) is a request to change the zoning district for 37.67 acres. Pursuant to Table 1 of the Comprehensive Plan, the RL Zoning District is an implementing zoning district of the Low Density Residential Land Use Designation. RCW 36.70A, Growth Management Act, requires that a city's development regulations implement its comprehensive plan.

The City annexed the site in 2007 and zoned the property A – Agriculture. The property was rezoned to Residential, Suburban (RS) in 2018.

Per KMC 18.03.040 (2), the purpose of RL Zoning District is as follows:

RL - The purpose of the RL district is to establish areas for low density, single-family, and middle housing dwelling units, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in an urban setting.

Per KMC 18.03.040 (1), the purpose of the RS Zoning District is as follows:

RS - The purpose of the RS district is to establish areas for low density single-family and middle housing dwelling units, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in a semi-rural setting.

The RL district permits smaller lots compared to the RS District. RL requires a 5500 sq ft minimum lot size compared to RS which requires an 8000 sq ft min lot size. Both RS and RL allow for townhome lots with a minimum lot size of 1800 sq ft.

Future development of the site would be limited to only the permitted uses of the RL Zoning District and subject to the applicable development and design standards. Additionally, development will be subject to meeting applicable concurrency requirements, such as utility and street improvements.

The proposed findings meet the requirements of KMC 18.51.070(2).

Findings:

1. The applicant is Harpster Land Development, c/o Peter Harpster, 5804 Rd 90 Suite C, Pasco, WA 99301.
2. The property owner is Big Sky North LLC, 12406 Eagle Reach Ct, Pasco, WA 99301.
3. The proposed change of zone is located at 4501 S Olympia St.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Low Density Residential.
5. The request is to change the zone from Residential, Suburban to Residential, Low Density.
6. The Residential, Low Density Zoning District is an implementing zone of the Low Density Residential Comprehensive Plan Land Use Map Designation.
7. The application was submitted on January 28th, 2026.
8. The application was declared complete, routed for review to City Departments and outside agencies on February 2nd, 2026.
9. Access to the site is via Olympia St and 45th Ave.
10. The Determination of Non-Significance, ED-2026-0002, was issued on February 23rd, 2026.
11. The property posting sign for the public hearing was posted on site March 2nd, 2026.
12. The Notice of Public Hearing was published in the Tri-City Herald on March 1st, 2026.
13. Hearing notices were mailed to property owners within 300 feet of the site on March 2nd, 2026.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
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:

1. Approval will implement the Comprehensive Plan Land Use Designation of Low Density Residential
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

Recommendation:
Staff have reviewed the application and recommend that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2026-0001 and recommends approval to City Council.

Motion:
I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2026-0001 and recommend approval of the request to City Council.

COZ-2026-0001 Supplemental Questions

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

The requested zoning aligns with the adjacent properties, meets the intent of the Comprehensive Plan, and will help the City of Kennewick achieve its housing goals through more flexible standards achieved with RL zoning.

2.a. Are there sites presently available on the market which are correctly zoned for the proposed use?

*

No

2.b. Are these sites within a 1/2 mile of the proposed site?

*

No

2.c. Within 1 mile of the proposed site?

*

No

2.d. If you answered yes to any of the above, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized.

N/A

3. Please explain how the proposed amendment is consistent with the existing land use pattern in the area.

The adjacent properties are zoned RL. The proposed zoning is consistent with neighboring properties and is allowed within the LDR land use.

4.a. Are the existing uses in the area in conformance with the area's zoning classification?

*

Yes

4.b. If NO, please explain the differences. If YES, please type NA.

N/A

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

*

No

5.b. Please explain:

N/A

6. Please explain how the existing zoning prohibits reasonable use of the property.

The existing zoning does not prohibit reasonable use of the property but a change in zoning would allow for more flexibility with potential future development and would encourage density that matches adjacent properties.

7. Please explain how residential character, in the immediate area, will or will not be adversely affected by the proposed amendment.

The residential character of properties in the immediate area is not anticipated to be affected by the proposed amendment.

8. Please explain how the proposed amendment will affect property values in the vicinity.

Property values in the vicinity are not anticipated to be changed by the proposed amendment.

9.a. Please explain how approval of the proposed amendment will or will not set a precedent for other similar proposals or uses.

The proposed amendment is in alignment with the City's Comprehensive Plan and conforms to the adjacent properties.

9.b. Please explain how approval of the proposed amendment will or will not deter the use, improvement or development of adjacent property in accordance with the existing zoning.

The proposed zoning amendment would likely lead to the future development of the subject site, subsequently leading to a higher likelihood of future development of adjacent properties.

10. Please explain how approval of the proposed amendment will or will not encourage more private investments which will be beneficial to the redevelopment of a deteriorated area.

Although the subject property would not be considered a "deteriorated area." the proposed amendment will allow for potential development of single-family lots through private investments with a greater flexibility for design standards.

11. Please explain how approval of the proposed amendment will or will not combat any economic segregation and allow greater choice in the market.

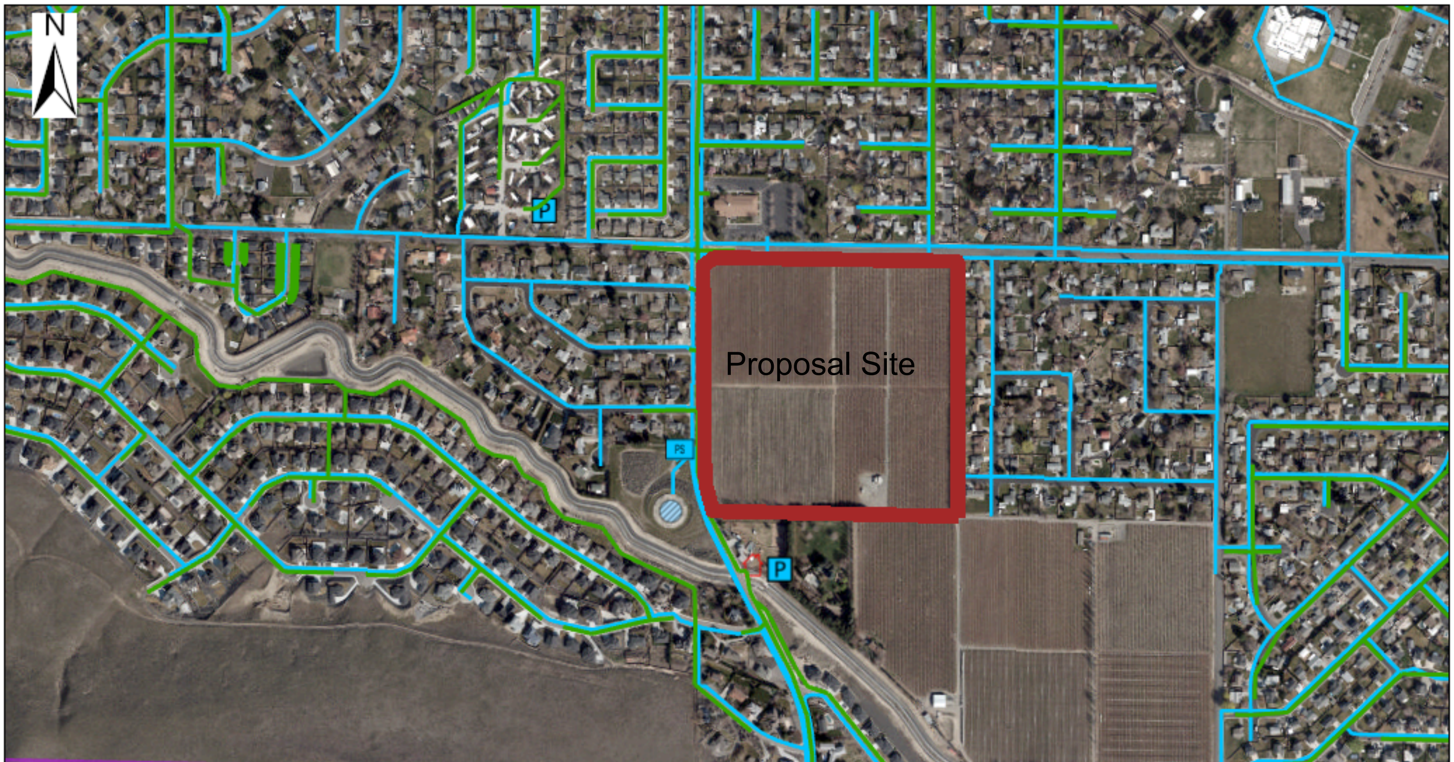
The proposed amendment is a non-project action and as such the question asks the applicant to presuppose the size and type of homes that may be constructed under a potential future application. However, broadly speaking, rezoning the property from RS to RL will allow for smaller lots, similar to the adjacent properties, and more design flexibility, expanding home ownership opportunities.

12. Please explain how approval of the proposed amendment will or will not create conflict between potential land uses and transportation patterns.

The proposed amendment is allowed within the LDR land use and will not create conflict. The proposed zoning amendment is a non-project action and will not affect transportation patterns.

Exhibit 3

COK Permitting Map



SewerForcemain
SewerMainline
StreetName
P WaterBoosterPump
PS WaterPumpStation
WaterReservoir
WaterMainline
Parcel

CityLimits
CityName
Kennewick
HistoricBuilding Registry
Yes

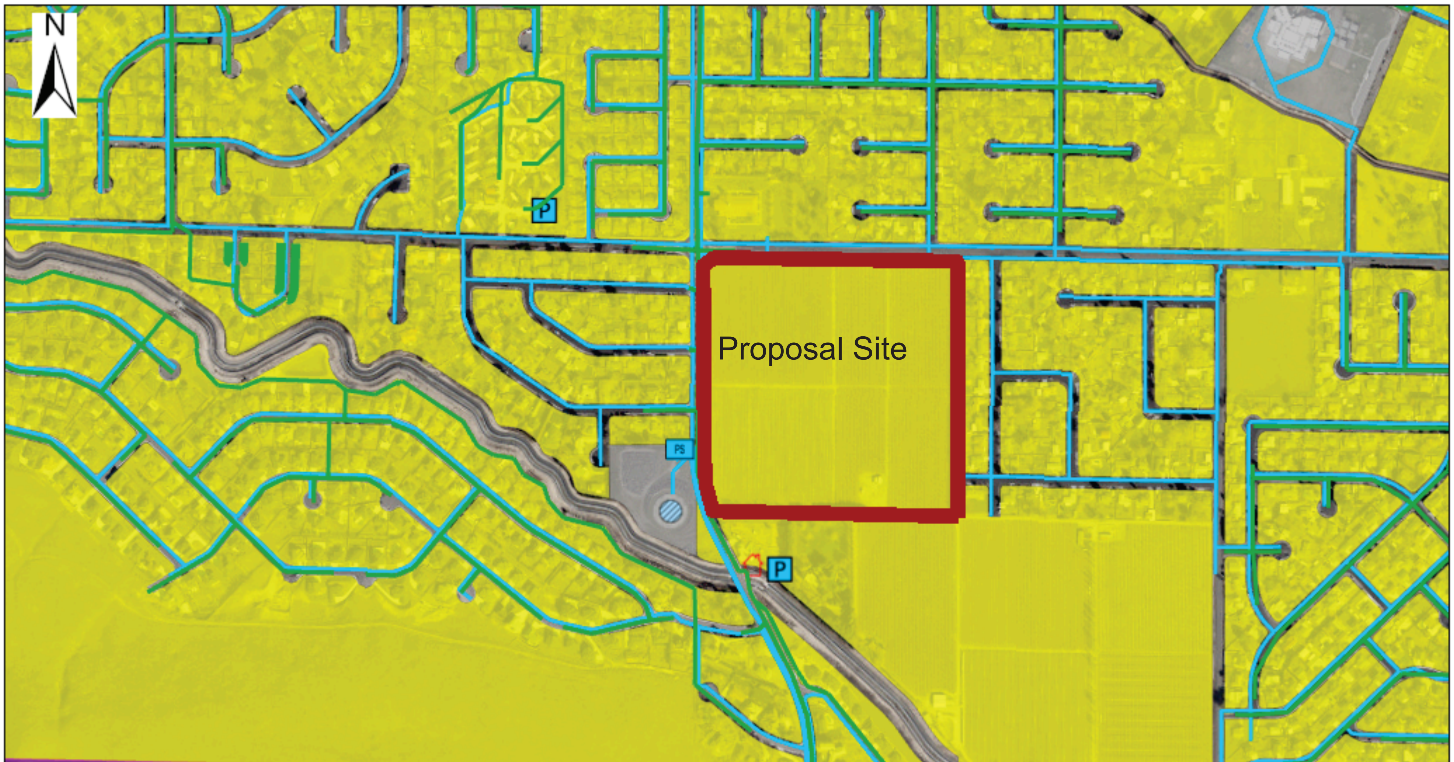
Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade

1 inch equals 975 feet
0 275 550 1,100 ft
0 320 640 1280 ft

3/9/2026

Exhibit 4

COK Permitting Map



SewerForcemain
SewerMainline
StreetName
WaterBoosterPump
WaterPumpStation

WaterReservoir
WaterMainline
Parcel

CityLimits
CityName
Kennewick
HistoricBuilding Registry
Yes

LandUsePlan
LandUseDesignation
LOW DENSITY RESIDENTIAL
PUBLIC FACILITY

Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade

1 inch equals 975 feet
0 275 550 1,100 ft
0 320 640 1280 ft

3/9/2026

Exhibit 5

COK Permitting Map

SewerForcemain
SewerMainline
StreetName
WaterBoosterPump
WaterPumpStation

WaterReservoir
WaterMainline
Parcel

CityLimits
CityName
Kennewick
HistoricBuilding Registry
Yes

Parcel Zoning
Zoning
PF
RL
RS
RTP

Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade

1 inch equals 975 feet
0 275 550 1,100 ft
0 320 640 1280 ft

3/9/2026

KENNEWICK PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

March 16, 2026 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, March 16, 2026, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed Change of Zone. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate virtually in the hearing, use the link found at https://www.go2kennewick.com/598/Planning-Commission.

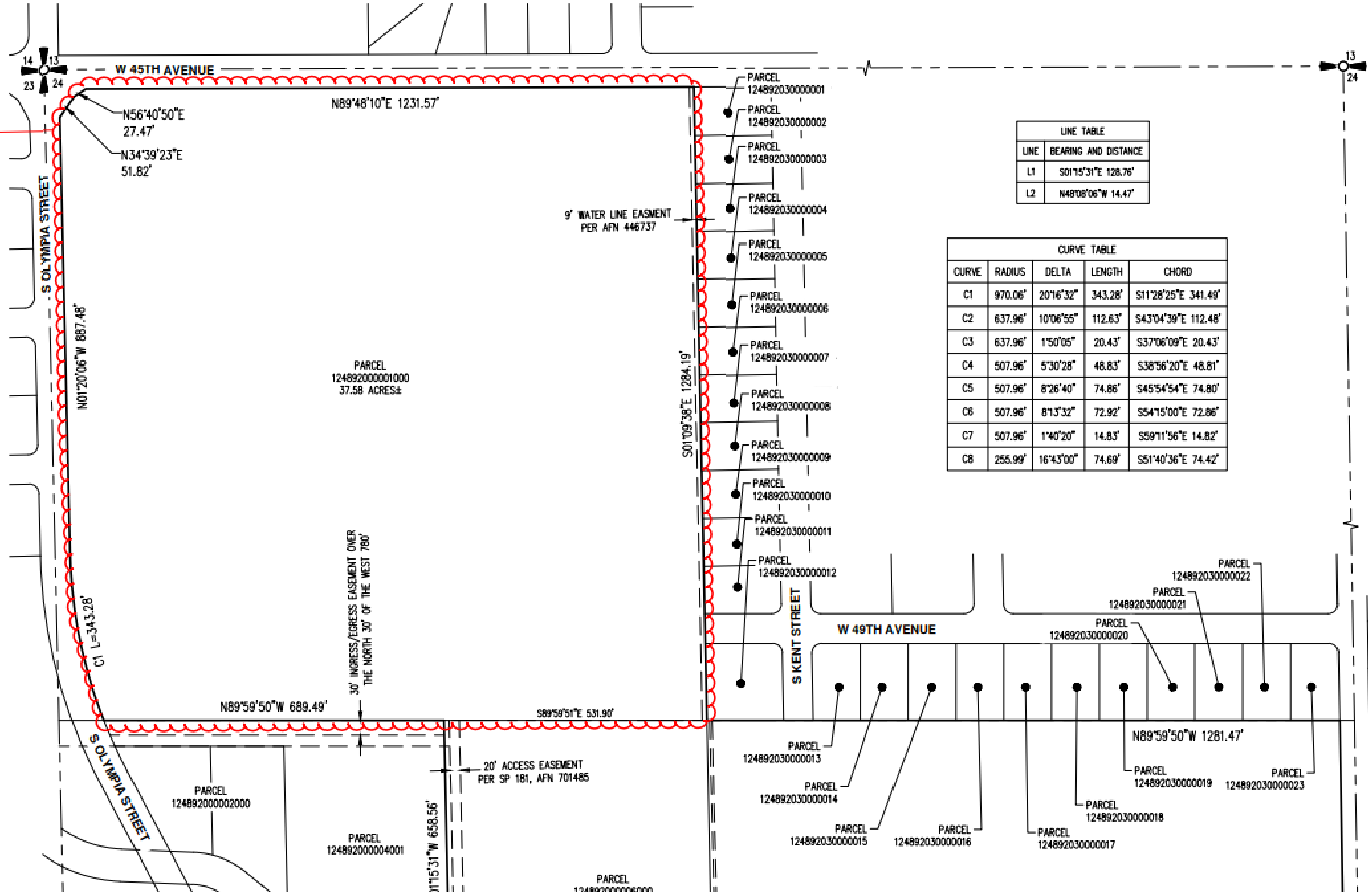
Permit# COZ-2026-0001 – A Change of Zone for 37.67 acres generally located at 4501 S Olympia St from Residential, Suburban (RS) to Residential, Low Density (RL). The site has a Comprehensive Plan Land Use Designation of Low Density Residential. **Review the site map on the back of this notice.**

Submit written comments to Joseph Laris, Assistant Planner at Joseph.Laris@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336. For questions about this project, please call Joseph Laris at (509) 585-4558.

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 Joseph Laris at (509) 585-4558 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.

Exhibit 6

Rezone application is for this parcel 124892000001000 only.



LINE TABLE

LINE	BEARING AND DISTANCE
L1	S01°15'31"E 128.76'
L2	N48°08'06"W 14.47'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	970.06'	20°16'32"	343.28'	S11°28'25"E 341.49'
C2	637.96'	10°06'55"	112.63'	S43°04'39"E 112.48'
C3	637.96'	1°50'05"	20.43'	S37°06'09"E 20.43'
C4	507.96'	5°30'28"	48.83'	S38°56'20"E 48.81'
C5	507.96'	8°26'40"	74.86'	S45°54'54"E 74.80'
C6	507.96'	8°13'32"	72.92'	S54°15'00"E 72.86'
C7	507.96'	1°40'20"	14.83'	S59°11'56"E 14.82'
C8	255.99'	16°43'00"	74.69'	S51°40'36"E 74.42'

CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2026-0002

DESCRIPTION OF PROPOSAL: This proposal is for a zoning amendment to parcel (124892000001000) from RS to RL.

PROPONENT: Harpster Land Development, c/o Peter Harpster, 5804 Rd 90 Suite C, Pasco, WA 99301

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 4501 S OLYMPIA ST

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.

_X_ 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:
_X_ No conditions.
___ See attached condition(s).

Project is subject to the following conditions:

- N/A

Date: February 23, 2026
Signature:________________________________

****

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued and no later than 5 p.m. 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

From: Tina Glines
To: Joseph Laris
Subject: RE: [E] Agency Notification COZ-2026-0001 and ED-2026-0002
Date: Tuesday, February 3, 2026 7:19:57 AM
Attachments: image003.png
image004.png
image001.png

No comments.

Thank you,

Tina Glines

Distribution Design Technician

(509) 582-1241

Redbook: Customer Engineering Standards

From: Joseph Laris <Joseph.Laris@ci.kennewick.wa.us>
Sent: Monday, February 2, 2026 10:29 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Angela Richman <richmana@bentonpud.org>; EngService <engservice@bentonpud.org>; Jeff Vosahlo <vosahloj@bentonpud.org>; Chad Brooks <brooksc@bentonpud.org>; Evan Edwards <edwardse@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; BPA - Valorie Connell <VLConnell@bpa.gov>; BPA- Angela Castle <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally

<Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver <Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>
Subject: [E] Agency Notification COZ-2026-0001 and ED-2026-0002

[EXTERNAL EMAIL]

Good morning,

The City of Kennewick has received a Change of Zone application and SEPA checklist that requires your attention.

Description: The proposed zoning amendment for parcel (124892000001000) is to rezone from RS to RL, matching the adjacent properties.
Address: 4501 S Olympia St
Parcel #: 124892000001000
Land Use Designation: Low Density Residential

Please review over the attached documents and have any comments back by February 18. You can send comments to joseph.laris@ci.kennewick.wa.us or mail them to: Development Services Division, PO Box 6108, Kennewick, WA 99336.

Joseph Laris
City of Kennewick
Community Planning - Assistant Planner
Phone: 509.585.4558
Joseph.Laris@ci.kennewick.wa.us

From:	Chris Sittman
To:	Joseph Laris
Cc:	Wendy Durado
Subject:	RE: Agency Notification COZ-2026-0001 and ED-2026-0002
Date:	Wednesday, February 11, 2026 8:55:46 AM
Attachments:	image001.png image003.png

KID has no comments regarding COZ-2026-0001.

Chris D. Sittman
Engineering Dept./CAD Specialist
Kennewick Irrigation District
2015 S. Ely St.
Kennewick, WA 99337
Desk: 509-460-5435
Cell: 509-873-1123

From: Joseph Laris <Joseph.Laris@ci.kennewick.wa.us>
Sent: Monday, February 2, 2026 10:29 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; BPA - Valorie Connell <VLConnell@bpa.gov>; BPA- Angela Castle <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally <Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver

<Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>
Subject: Agency Notification COZ-2026-0001 and ED-2026-0002

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Address: 4501 S Olympia St
Parcel #: 124892000001000
Land Use Designation: Low Density Residential

Please review over the attached documents and have any comments back by February 18. You can send comments to joseph.laris@ci.kennewick.wa.us or mail them to: Development Services Division, PO Box 6108, Kennewick, WA 99336.

Joseph Laris
City of Kennewick
Community Planning - Assistant Planner
Phone: 509.585.4558
Joseph.Laris@ci.kennewick.wa.us

From: Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ
To: Joseph Laris
Subject: RE: Agency Notification COZ-2026-0001 and ED-2026-0002
Date: Wednesday, February 18, 2026 3:54:09 PM
Attachments: image001.png
image002.png

Joseph,

Bonneville Power Administration (BPA) has had the opportunity to review Agency Notification COZ-2026-0001 and ED-2026-0002.

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 3,600 feet south of the subject property. BPA does not have any objections to the approval of this request at this time..

If you have any questions or need additional information, please feel free to contact me by email or at (360) 624-0566 or BPA realty specialist Valorie Connell at (509) 544-4746 or by email at VLConnell@bpa.gov.

Thank you for the opportunity to review this application.

Deborah Rodgers
BONNEVILLE POWER ADMINISTRATION
DEPARTMENT OF ENERGY
(CONTR) Actalent
Right-of-Way Agent | Real Property Field Services | TERR/Tri-Cities-RMHQ
dxrodgers@bpa.gov | 360-624-0566

From: Joseph Laris <Joseph.Laris@ci.kennewick.wa.us>
Sent: Monday, February 2, 2026 10:29 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; Connell,Valorie L (BPA) - TERR-PASCO <VLConnell@bpa.gov>; Castle,Angela C (CONTR) - TERR-PASCO <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter -

Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally <Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver <Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>
Subject: Agency Notification COZ-2026-0001 and ED-2026-0002

Good morning,

The City of Kennewick has received a Change of Zone application and SEPA checklist that requires your attention.

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Parcel #: 124892000001000
Land Use Designation: Low Density Residential

Please review over the attached documents and have any comments back by February 18. You can send comments to joseph.laris@ci.kennewick.wa.us or mail them to: Development Services Division, PO Box 6108, Kennewick, WA 99336.

Joseph Laris
City of Kennewick
Community Planning - Assistant Planner
Phone: 509.585.4558
Joseph.Laris@ci.kennewick.wa.us

From: Marcos Ramos
To: Joseph Laris
Subject: RE: 4501 S Olympia St
Date: Thursday, February 5, 2026 3:04:24 PM
Attachments: image002.jpg
image004.jpg
image005.png
image001.png

Thank you for getting back to me. I'll keep a look out for the new posting.

Thank You,
Marcos Ramos

Lighting Outside Sales
Office: (509) 582-5156 ext. 104
Cell: (509) 947-5733

marcos@kiesupply.com
http://kiesupply.xolights.com/

From: Joseph Laris <Joseph.Laris@ci.kennewick.wa.us>
Sent: Thursday, February 5, 2026 2:57 PM
To: Marcos Ramos <marcos@kiesupply.com>
Subject: RE: 4501 S Olympia St

Hello,

As of right now no subdivision plans have been submitted for review so we can't say what types of housing will be built or which homebuilder will be involved. Once a preliminary plat is submitted a new public notice sign will be posted on site. Let me know if you have any more questions.

Joseph Laris
City of Kennewick
Community Planning - Assistant Planner
Phone: 509.585.4558
Joseph.Laris@ci.kennewick.wa.us

From: Marcos Ramos <marcos@kiesupply.com>
Sent: Thursday, February 5, 2026 1:32 PM
To: Joseph Laris <Joseph.Laris@ci.kennewick.wa.us>
Subject: 4501 S Olympia St

Hello,
My name is Marcos Ramos. I am the outside salesman at KIE Supply.
I was curious to know what type of houses will be built at 4501 S Olympmia St.
And if you know of any builder(s) that may be building the houses at this location.

Thank You,
Marcos Ramos

Lighting Outside Sales
Office: (509) 582-5156 ext. 104
Cell: (509) 947-5733

marcos@kiesupply.com
http://kiesupply.xolights.com/

From: Judy Deneen
To: Joseph Laris
Subject: File numberCOZ-2026-0001
Date: Tuesday, February 17, 2026 8:30:05 AM

Mr. Laris.

We have lived in our home at 4405 S. Kent St. here in Kennewick for 41 years. We moved out here to be away somewhat from the "city" busyness. When we first moved here the acres across 45th Ave from us was an asparagus field. Then Mr. Pringle put in the cherry orchard. We do NOT want apartments, condo's or the like in our area of single family homes. This will adversely affect our property values. There is land elsewhere for a developer.

Again we both OPPOSE this change in the code to allow more units in our area.

James & Judy Deneen

From: S Phipps
To: Joseph Laris
Subject: 4501 S.Olympia Street Proposal
Date: Friday, February 13, 2026 2:04:45 PM

Hi there!

We have lived in our home next to the orchard for approximately 17 years...We would appreciate the city keeping the lot sizes as large as possible (10,000sqft minimum lot size would be preferred over the proposed 8,000 minimum) to keep consistency with the rest of the homes in our rural area that are South of 45th Street... We want the area to remain rural and less congested. Thankyou very much for your consideration!

Sydney Phipps
509-948-6670

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: B V
To: Joseph Laris
Subject: File NumBer COZ-2026-0001
Date: Tuesday, February 17, 2026 3:42:53 PM

Mr. Laris,

I have several problems with your plans for development. As a long time resident directly across 45th from this development I know it will have a significant impact on the neighborhood as far as traffic, noise and a large number of people added to a small piece of property. As you know population density tends to result in increased crime of various types. This neighborhood has been fairly low in crime and this project will undoubtedly bring an increase.

I have a few other areas of concern:

First of all, you placed a very small notice in the roundabout area which requires the residents to park their vehicles a distance away and walk to read the notice. I find this very unfortunate because there are a number of elderly residents who will never see this sign. Many others drive by without taking notice. Your signage needs to be larger and placed in areas that can be easily accessed by local residents.

Secondly, the entire dynamics of the neighborhood will change significantly due to the number of housing units proposed for this area. You have done a poor job of advising the surrounding residents of what the plans are. I am aware because I called as soon as I saw the orchard being destroyed. While I am for development, I urge you and the city of Kennewick to reconsider the number of housing units you plan to approve. This will bring much added congestion to a fairly quiet part of town. While some may be able to relocate to a quieter area, many will be forced to complete their remaining years in a noisy and busy neighborhood that was not on the radar when they purchased their property.

Everyone living in the household at 4403 S. Kent OPPOSES this development completely and at the very least consider putting in a park and minimal houses.

Please find better ways to inform the public of development. An 8.5 x 11 piece of paper on a roundabout is not the proper way even if it is allowable.

We feel the needs and desires of surrounding residents have not been taken into consideration.

Sincerely,

Brenda Vanderpool

From: Sarah Wright
To: Joseph Laris
Subject: Parcel #1248920000001000
Date: Thursday, February 5, 2026 11:32:13 AM

The above parcel is located at 4501 S. Olympia Street. This is directly across from where I live on 44th and Kent.

I am not opposed to having this change, as it is the owners right on what they do with their property.

However, I am just concerned about the minimum size of the lots of 8000 SF. That is a very small lot and very small home. I would like to see this square footage increased as the other homes around this area are larger in size. I do not want to see a congested amount of homes sitting on one acre. 8000 SF divided by one acre is over 5 homes per acre - totally too small.

I am also very concerned about the traffic. 45th, especially going from Olympia to Ely is already busy, lots and lots of walkers and bicycles. From Olympia and 45th to Locust Grove Road is busy with walkers and bicycles, as well as a lot of traffic already.

We already have people, not a lot, from Olympia and 45th going East, at high rates of speed. They have a straight shot for about 1 mile and they like to see how fast they can go.

I have lived on 44th and Kent for 44 years. Homes have been going up all around us in 44 years and understand, but do not have to like it.

Please consider changing the minimum lot size of 8000 SF to something like 1/4 or 1/3 or 1/2 acre plots.

Thank you.

Sarah Wright
1004 West 44th Place
Kennewick,WA 99337
509-430-3544

<u>Planning Commission Action Summary</u>
COZ-2026-0001 – Harpster Land Development c/o: Peter Harpster

The Kennewick Planning Commission conducted a public hearing on March 16th, 2026. 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, concurring with the findings and conclusions in the staff report COZ-2026-0001 and recommends to City Council approval of the proposed Change of Zone contained in the staff report.

<u>Findings of Fact</u>

1. The applicant is Harpster land Development c/o: Peter Harpster, 5804 Rd 90 Suite C, Pasco, WA 99301.
2. The property owner is Big Sky North LLC, 12406 Eagle Reach Ct, Pasco, WA 99301.
3. The proposed Change of Zone is located at 4501 S Olympia St. Parcel Number: 124892000001000.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Low Density Residential.
5. The request is to change the zoning from Residential, Suburban to Residential, Low Density.
6. The Residential, Low Density Zoning District is an implementing zone of the Low Density Residential Comprehensive Plan Land Use Map Designation.
7. The application was submitted on January 28th, 2026.
8. The application was declared complete, routed for review to City Departments and outside agencies on February 2nd, 2026.
9. Access to the site is via W 45th Ave and S Olympia St.
10. The Determination of Non-Significance, ED-2026-0002, was issued on February 23rd, 2026.
11. The property posting sign for the public hearing was posted on site March 2nd, 2026.
12. The Notice of Public Hearing was published in the Tri-City Herald on March 1st, 2026.
13. Hearing notices were mailed to property owners within 300 feet of the site on March 2nd, 2026.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
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 Low Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

The motion to approve was moved by Commissioner Arneson and seconded by Commissioner Rahimlou. The motion passed unanimously, with Commissioners Perez, Rahimlou, Arneson, Barger, Morales, Vice-Chair Gregory and Chairman Hempstead all in favor.

KENNEWICK PLANNING COMMISSION
DRAFT - MEETING MINUTES
MARCH 16, 2026

1. **CALL TO ORDER:**
Chair James Hempstead called the regular meeting of the Kennewick Planning Commission to order at 6:30 p.m. Seven Commissioners were present in the Council Chambers.

ATTENDANCE:

Commissioners Present:
James Hempstead, *Chair*
Tina Gregory, *Vice Chair*
Mark Barger, *Commissioner*
Michelle Morales, *Commissioner*
Christopher Arneson, *Commissioner*
Douglas Perez, *Commissioner*
Ana Rahimlou, *Commissioner (online)*

City Staff Present:
Steve Donovan, *AICP*
Development Services Manager
Joseph Laris, *AICP Assistant Planner*
Melinda Didier, *Planning Administrative Asst.*

Ms. Didier announced a quorum was established; twelve members of the public were present in the Council Chambers.

Chair Hempstead lead the Pledge of Allegiance.

2. **CONSENT AGENDA:**
a. Approval of Minutes Dated February 2, 2026 & March 2, 2026

b. Approval of Agenda

c. Motion to Enter Staff Report into Record

MOTION: Commissioner Barger moved to approve the consent agenda as presented.
SECOND: Commissioner Arneson.
DISCUSSION: None.
VOTE: The motion passed unanimously (7-0).

3. **PUBLIC HEARINGS:**
Chair Hempstead made the following statement:
"Good evening and welcome to the March 16, 2026, 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) #2026-0001 – an application proposing to change the zoning district for approximately 37.67 acres located at 4501 S. Olympia Street from Residential, Suburban (RS), to Residential, Low (RL). Comprehensive Plan Land Use Map designation is Low Density Residential (LDR). Applicant is Peter Harpster, Harpster Land Development, 5804 Road 90, Suite C, Pasco, WA 99301. Property owner is Big Sky North LLC, 12406 Eagle Reach Court, Pasco, WA 99301.**

Chair Hempstead opened the public hearing at 6:34 p.m. Change of Zone (COZ) 2026-0001, proposing to change 37.67 acres located at 4501 S. Olympia Street from Residential, Suburban (RS) to Residential, Low (RL).

Assistant Planner Joseph Laris described the application and presented the staff report.

Staff recommends the Planning Commission forward a recommendation for approval of COZ-2026-0001 to City Council.

Planning Commission Questions of Staff: Chairman Hempstead asked staff to review for the Planning Commission and members of the public present describing a change of zone and land uses.

Testimony by Applicant/Applicant's Representative:

Chris Yourdan, Harpster Land Development for Big Sky North LLC, 5804 Road 90 Suite C, Pasco, WA 99301, Applicant's Representative:

Mr. Yourdan stated he is the applicant representative and said the purpose of the change of zone is for future housing development; requests Planning Commissioners to approve the request.

Testimony in Favor of the Request: None

Testimony Against the Request:

Stephanie Weyn
315 W. 47th Avenue
Kennewick

John Bussert
W. 49th Avenue
Kennewick

Testimony of Those Registered on Virtual Format: None.

Staff Final Comments: Mr. Laris and Mr. Donovan gave final comments from staff.

The Planning Commission asked clarifying questions of staff.

Public Testimony Closed at 6:48 p.m.

The Planning Commissioners asked clarifying questions of staff.

MOTION: Commissioner Arneson moved that the Planning Commission concur with the findings and conclusions in staff report COZ-2026-0001 and recommend APPROVAL of the request to City Council.

SECOND: Commissioner Rahimlou.

DISCUSSION: Statements by Planning Commissioners included residential housing is needed; what can be built under new State Middle Housing Bill.

VOTE: The motion passed 7-0 (Unanimously).

4. **VISITORS NOT ON AGENDA:** None.

5. **OLD BUSINESS:**
    a. **CITY COUNCIL ACTION UPDATES**:

    Mr. Donovan reported that last week the City Council remanded back to the Planning Commission the Development Code Amendment request in the UMU zone. The Planning Commission will consider the remanded application at their April 6th meeting.

6. **NEW BUSINESS: None.**

7. **REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFFBOARD COMMENTS/DISCUSSION:**

    Planning Commissioners thanked the public for attending and staff for their work and recommended more public education on the new residential zoning requirements.

8. **ADJOURNMENT:** Chair Hempstead concluded the meeting at 6:58 p.m.

Melinda Didier, CPT
Administrative Assistant, Community Planning