



City Council Meeting Schedule September 2020

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

September 1, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 8, 2020

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. WWTP Phase II Update
2. Capital Improvement Plan Update
3. City Attorney's Office Annual Update
4. Closed Session RCW 42.30.140(4)(b) Collective Bargaining beginning immediately at the conclusion of the workshop

September 15, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 22, 2020

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Water & Sewer Rate Study Update
2. Council Sub-Committees
3. 2021/2022 Budget Assumptions
4. EXECUTIVE SESSION RCW 42.30.110(i) Pending Litigation (30 minutes)

September 29, 2020

Tuesday, 6:30 p.m.

NO MEETING SCHEDULED

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



CITY COUNCIL REGULAR MEETING AGENDA
September 15, 2020 at 6:30 p.m.
City's Website

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan.

The City of Kennewick broadcasts City Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda); for the public hearing (see more information under Public Hearings/Meetings on the agenda)

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Attendance Awareness Month Proclamation
- Retiree Recognition - Stan Howard

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of September 1, 2020.
- b. Motion to approve Claims Roster for August 28, 2020.
- c. Motion to approve Payroll Roster for August 31, 2020.
- d. Motion to authorize the City Manager to sign a contract with Systems Design West, LLC for third party ambulance billing services.
- e. ~~Motion to approve and authorize the Mayor and City Manager to sign the 2020-2022 Collective Bargaining Agreement with the Kennewick Police Management Association (KPMA.) Moved to New Business as Item 7.a.~~
- f. Motion to authorize the Mayor to sign the 2020 Justice Assistance Grant (JAG) Certifications.
- g. Motion to authorize the City Manager to sign an amendment to the contract with the Washington State Department of Commerce to receive an additional \$1,255,050 through the state's Coronavirus Relief Funds program.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 5:00 p.m. on Monday, September 14th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, September 14th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_54lgTtimSvGwxfrCrFd7cw. Registrations must be received by 4:00 p.m. on Tuesday, September 15th.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 5879: Vacation of Public Right-of-Way at 614 E. 45th Ave
- b. Resolution 20-10: Vacate a portion of a 10' waterline easement at 3520 Southridge Blvd.

The City asks all members of the public that would like to comment regarding items under Public Hearings/Meetings fill out an online form at <https://www.go2kennewick.com/PublicHearing> no later than 5:00 p.m. on Monday, September 14th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, September 14th to be included in the Council packet.

If you wish to comment on the public hearing during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_54lgTtimSvGwxfrCrFd7cw. Registrations must be received by 4:00 p.m. on Tuesday, September 15th.

7. NEW BUSINESS

- a. Motion to approve and authorize the Mayor and City Manager to sign the 2020-2022 Collective Bargaining Agreement with the Kennewick Police Management Association (KPMA.)

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT



Proclamation

WHEREAS, now, more than ever before, good attendance in school is essential to student achievement and progress toward graduation; and

WHEREAS, the COVID-19 pandemic has created additional barriers to student participation in school; and

WHEREAS, chronic absence – missing 10 percent, two or three days a month, or more – is a proven predictor of academic trouble and dropout rates, and weakens our communities and local economy; and

WHEREAS, all students, even those who show up regularly, are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and

WHEREAS, student absenteeism can be significantly reduced when schools, parents, and communities work together to monitor and promote good attendance and address hurdles that keep children from participating in school; and

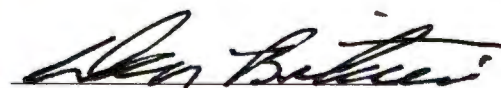
WHEREAS, we reaffirm our commitment to the academic success of all students,
NOW, THEREFORE,

I, DON BRITAIN, Mayor of the City of Kennewick, Washington, do hereby proclaim our city will stand with the nation in recognizing September as

“ATTENDANCE AWARENESS MONTH”

in the City of Kennewick and encourage all members of our community to focus on reducing absenteeism to give all children an equal opportunity to learn, grow, and thrive.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be hereunto affixed this 15th day of September 2020.


DON BRITAIN, Mayor

Attest:


TERRI L. WRIGHT, City Clerk



CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
September 1, 2020

1. CALL TO ORDER

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

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase 3 of the Governor's Safe Start Reopening Plan.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Greg McCormick	Chad Michael
John Trumbo	Christina Palmer	Evelyn Lusignan
Bill McKay	Lisa Beaton	Bruce Mills
Chuck Torelli	Terri Wright	Krystal Roe
Jim Millbauer	Dan Legard	Anthony Muai
Brad Beauchamp	Emily Estes-Cross	
Marie Mosley	Ken Hohenberg	

Mr. Millbauer moved, seconded by Mr. Torelli to excuse the absence of Mayor Britain at tonight's meeting. The motion passed unanimously.

Mayor Pro Tem Lee led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Retiree Recognition – Debra Rushin

Mayor Pro Tem Lee read the retirement plaque words and thanked Ms. Rushin for her 26-years of service to the City.

2. APPROVAL OF AGENDA

Mr. Beauchamp asked that item 3.b.(1) - Motion to approve Claims Roster for August 14, 2020 be removed from the consent agenda for further discussion. Item moved to New Business as Item 7.a.

Mr. Torelli moved, seconded by Mr. Millbauer to approve the Agenda as amended. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of August 18, 2020.
- b. ~~(1) Motion to approve Claims Roster for August 14, 2020. – Moved to New Business as Item 7.a.~~
(2) Motion to approve Claims Roster for the Columbia Park Golf Course Account for July 2020.
- c. Motion to approve Payroll Roster for August 15, 2020.
- d. Motion to accept the work of Iron Horse, LLC. for Contract P1604-19, UPRR 24-inch Interceptor Sewer Rehab Phase 2, in the amount of \$1,004,193.88.
- e. Motion to authorize the Mayor to sign deeds to execute a Boundary Line Adjustment, exchanging property between the City and Tri Cities Development Company LLC.

Mr. Torelli moved, seconded by Mr. Millbauer to approve the Consent Agenda as amended. The motion passed unanimously.

4. VISITORS - None

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5880: Change of Zone 20-04, from Business Park (BP) to Commercial, Community, (CC) at 10600 Ridgeline Drive. Anthony Muai, Planning Manager reported.

ORDINANCE NO. 5880

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 10600 RIDGELINE DRIVE FROM BUSINESS PARK (BP) TO COMMERCIAL COMMUNITY (CC) (COZ 20-04, JASON ARCHIBALD, ARCHIBALD & CO. ARCHITECTS)

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5880. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 5878: Parking Moratorium & Regulations. Lisa Beaton, City Attorney reported.

Public hearing was opened at 6:56 p.m.

No public testimony was provided.

Public hearing was closed at 6:57 p.m.

ORDINANCE NO. 5878

AN ORDINANCE ADOPTING FINDINGS IN SUPPORT OF RETENTION OF A MORATORIUM ON ENFORCEMENT OF MINIMUM OFF-STREET PARKING REQUIREMENTS FOR CERTAIN RETAIL AND RESTAURANT USES AND RETENTION OF INTERIM REGULATORY CONTROLS

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5878. The motion passed unanimously.

7. NEW BUSINESS

- a. Motion to approve Claims Roster for August 14, 2020

Mr. Beauchamp removed this item so that staff could provide information regarding the amount on the claims roster purchasing right-of-ways.

Mr. Mills provided information related to the right-of-ways for the US 395/Ridgeline project.

Mr. McKay moved, seconded by Mr. Torelli to approve the Claims Roster dated August 14, 2020, in the amount \$6,481,585.93, and comprised of check numbers 154068 through 154341. The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 7:41 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	09/15/2020
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated August 28, 2020, in the amount \$645,346.60, and comprised of check numbers 154342 through 154540 and wire transfer numbers 300418 through 300420.

Summary

The payments on this Claims Roster are comprised of the following issued 08/15/20 - 08/28/20:

Check numbers 154342 through 154540	\$540,124.73
Wire transfer number 300418	217.00
Wire transfer number 300419	19,418.80
Wire transfer number 300420	85,586.07

Total	\$645,346.60
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$645,346.60.

Through

Lynne Brown
Sep 02, 15:57:50 GMT-0700 2020

Dept Head Approval

Dan Legard
Sep 03, 08:20:04 GMT-0700 2020

City Mgr Approval

Marie Mosley
Sep 09, 22:18:52 GMT-0700 2020

Attachments: claims roster

☐ Recording
Required?

City of Kennewick

Claims Roster

8/15/2020 - 8/28/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
001 GENERAL FUND					
010 CITY COUNCIL					
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETIREMENT PLAQUES (2).	123.15
Total amount by Department					\$ 123.15
020 CITY MANAGER					
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBEX ANNUAL SUBSCRIPTION FOR MA	116.11
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES AMAZON PORTION OF C	46.55
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES.	57.45
Total amount by Department					\$ 220.11
032 SUPPORT SERVICES-FINANCE					
154500	08/28/2020	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	5.85
154500	08/28/2020	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	37.28
154508	08/28/2020	01314	REHN & ASSOCIATES, INC.	in COBRA NOTIFICATION	25.00
154532	08/28/2020	00976	WA STATE AUDITOR'S OFFICE	in AUDIT 51353 19-19	23,831.70
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE CHAIR.	380.09
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRA DEEP DIVE - PERSONNEL AND EMPLO	35.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CERTIFICATE OF ACHIEVEMENT REVIEW	610.00
Total amount by Department					\$ 24,924.92
033 SUPPORT SERVICES-PURCHASING					
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL NATIONAL INSTITUTE OF GOVE	370.00
Total amount by Department					\$ 370.00
034 SUPPORT SERVICES - INFO SYSTEMS					
154426	08/28/2020	08295	CENTURYLINK	in PS/ALI - ALI/SR PER 100 REC	7.18
154527	08/28/2020	01566	TYLER TECHNOLOGIES INC	in ANNUAL SOFTWARE MAINTENANCE 2020	101,307.67
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 2 REPLACEMENT 1500VA UPS' - IT	347.50
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT 1500VA UPS - IT	173.75
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBEX SUBSCRIPTION RENEWAL FOR JU	108.33
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in INTERNATIONAL TRANSACTION FEE - MI	2.07
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MINDMANAGER RENEWAL - AARON/MAF	138.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 50 ID CARD BADGE HOLDERS	69.91
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY CREDIT CARD PROCESSING FE	456.45
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 18 CUBE BOXES OF FACIAL TISSUE - IT	27.14
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NEXVORTEX MONTHLY CHARGES - JULY	346.06
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 3X3, 1.5X2 POST-IT PADS - IT	31.80
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 5 DELL THUNDERBIRD LAPTOP DOCKING	1,281.42

City of Kennewick

Claims Roster

8/15/2020 - 8/28/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 104,297.28
035 SUPPORT SERVICES-CUSTOMER SERVICE					
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES.	38.04
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES.	52.03
Total amount by Department					\$ 90.07
041 CITY CLERK					
154522	08/28/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATON	55.54
154522	08/28/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	82.11
154522	08/28/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	103.84
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ZOOM VIRTUAL MEETINGS	59.71
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TCH DIGITAL SUBSCRIPTION	9.99
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBINAR-PRA DEEP DIVE (T WRIGHT, K I	70.00
Total amount by Department					\$ 381.19
042 LEGAL SERVICES					
154490	08/28/2020	05561	MENKE JACKSON BEYER EHLIS & HARPI	in UGA EXPANSION	329.80
154501	08/28/2020	08800	OGDEN MURPHY WALLACE, PLLC	in FRANCHISE NEGOTIATIONS	1,095.00
154537	08/28/2020	00853	WEST GROUP PAYMENT CENTER	in LIBRARY PLAN CHARGES	55.60
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBINAR FOR LISA BEATON	247.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PUBLIC RECORDS ACT DESKBOOK-ONLI	75.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RECORDS AND RESEARCH REQUESTS	25.49
Total amount by Department					\$ 1,827.89
061 CODE ENFORCEMENT					
154415	08/28/2020	09813	B-F JUVENILE JUSTICE CTR	in GRAFFITI ABATEMENT PROGRAM	3,100.83
154433	08/28/2020	09501	COLUMBIA CONSTRUCTION SERVICES L	in CONTRACTING SERVICES	499.56
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RECORDING FEE.	107.11
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RECORDING FEES.	213.20
Total amount by Department					\$ 3,920.70
062 LONG RANGE PLANNING					
154522	08/28/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	146.01
Total amount by Department					\$ 146.01
063 ECONOMIC & BUSINESS DEVELOPMENT					
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in EMAIL MANAGEMENT	103.18
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REFUND ICSC 2020 TRADE SHOW BOOTH	-2,550.00
Total amount by Department					\$-2,446.82

City of Kennewick

Claims Roster

8/15/2020 - 8/28/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
071 POLICE DEPT. - ADMINISTRATION						
154434	08/28/2020	01308	COLUMBIA VALLEY DAYBREAK ROTARY	in	DUES - Q4	175.00
154528	08/28/2020	04764	UNITED PARCEL SERVICE	in	SHIPPING	44.97
154528	08/28/2020	04764	UNITED PARCEL SERVICE	in	SHIPPING	32.19
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BASIC CABLE SERVICE	238.30
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BASIC CABLE SERVICE	238.30
Total amount by Department						\$ 728.76
072 POLICE DEPT.- CRIMINAL INVESTIGATION						
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154494	08/28/2020	10071	MS FLOWER'S INTERPRETERS FLORIDAL	in	INTERPRETER SERVICE	248.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PROFESSIONAL SERVICES RENDERED BY	430.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FOOD FOR OR DETECTIVES WORKING ON	14.66
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AXON (TASER) TRAINING-INSTRUCTOR R	494.50
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EXPENSE FOR BOX TO SEND EVIDENCE T	11.67
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CONTAINER TO SHIP EVIDENCE TO WSP I	3.68
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ICAC LAB COMPUTER	400.73
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ICAC LAB COMPUTER	488.69
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ICAC LAB INTERNET SERVICE	109.99
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PHONE CASE - BILL DRAMIS	27.68
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EVIDENCE TAPE	479.47
Total amount by Department						\$ 2,871.82
073 POLICE DEPT. - PATROL						
154401	08/28/2020	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	937.80
154414	08/28/2020	04965	BETTENDORF'S PRINTING & DESIGN JUD	in	BUSINESS CARDS	121.63
154446	08/28/2020	09827	DAY WIRELESS SYSTEMS	in	DEPOT REPAIR	143.35
154446	08/28/2020	09827	DAY WIRELESS SYSTEMS	in	VEHICLE UPFITTING	92.31
154446	08/28/2020	09827	DAY WIRELESS SYSTEMS	in	VEHICLE UPFITTING	138.47
154446	08/28/2020	09827	DAY WIRELESS SYSTEMS	in	VEHICLE UPFITTING	167.28
154462	08/28/2020	09094	GREIBER ADAM	in	UNIFORM ALLOWANCE	500.00
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25

City of Kennewick

Claims Roster

8/15/2020 - 8/28/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
154506	08/28/2020	00957	RANCH & HOME INC	in	K-9 SUPPLIES	138.99
154531	08/28/2020	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL CARE	16.27
154531	08/28/2020	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 BOARDING	100.80
154531	08/28/2020	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 BOARDING	75.60
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MOTORCYCLE HELMET RADIO CABLE	75.75
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES	78.14
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AXON (TASER) TRAINING-INSTRUCTOR R	494.50
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	K9 COLLARS (THESE WERE INCORRECT C	66.24
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DISINFECTANT WIPES FOR PATROL CARS	97.67
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	K9 COLLARS	60.80
Total amount by Department						\$ 3,848.10
074 POLICE DEPT. - STAFF SERVICES						
154401	08/28/2020	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	214.00
154518	08/28/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	70.71
154518	08/28/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	59.46
154518	08/28/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	340.91
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CAMERA FOR COMMUNITY SERVICES	346.41
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOODIE FOR EZEKIEL SANCHEZ TO WEA	19.55
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PRISONER TRANSPORT FROM LAS VEGAS	148.60
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AIRLINE TICKET FOR MIGUEL AYALA TO	347.20
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AIRLINE TICKET FOR CHRIS LITRELL TC	347.20
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL ADVANCE RESERVATION HOLD, PI	200.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPLACEMENT AIR FILTERS IN EVIDENC	77.10
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	105.69
Total amount by Department						\$ 2,276.83
075 POLICE DEPT. - INTERGOVERNMENTAL						
154435	08/28/2020	10141	COLUMBIA VALLEY EMERGENCY PHYSIC	in	PRISONER MEDICAL	5,036.00
154435	08/28/2020	10141	COLUMBIA VALLEY EMERGENCY PHYSIC	in	PRISONER MEDICAL	959.00
154449	08/28/2020	10225	DURAN MATTHEW LAWRENCE	in	HIDTA FISCAL OFFICER SERVICES	6,299.00
154478	08/28/2020	05291	KENNEWICK RADIOLOGY GROUP PC	in	PRISONER MEDICAL	77.00
154478	08/28/2020	05291	KENNEWICK RADIOLOGY GROUP PC	in	PRISONER MEDICAL	46.00

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154511	08/28/2020	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	4,305.00
154525	08/28/2020	09790	TRIOS HEALTH RCCH TRIOS HEALTH LLC	in	PRISONER MEDICAL	888.14
154525	08/28/2020	09790	TRIOS HEALTH RCCH TRIOS HEALTH LLC	in	PRISONER MEDICAL	2,281.48
154535	08/28/2020	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	7,365.00
Total amount by Department						\$ 27,256.62
076 POLICE DEPT - PROFESSIONAL STANDARDS						
154457	08/28/2020	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	162.90
154481	08/28/2020	04244	L N CURTIS & SONS	in	QUARTERMASTER SUPPLIES	124.17
154481	08/28/2020	04244	L N CURTIS & SONS	in	QUARTERMASTER SUPPLIES	56.75
154481	08/28/2020	04244	L N CURTIS & SONS	in	TRAINING SUPPLIES	49.57
154521	08/28/2020	06187	SUN BADGE COMPANY	in	BADGES	850.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STICKS FOR RANGE TARGETS	92.27
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	QUARTERMASTER SUPPLIES	114.46
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SGT. TEST SUPPLIES	78.75
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PAT TESTING SUPPLIES	300.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AXON (TASER) TRAINING-INSTRUCTOR R	496.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AMERICAN FLAGS FOR POLICE DEPARTM	97.71
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SERGEANT TEST SUPPLIES	208.20
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DEPARTMENT FITNESS	15.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SGT TEST SUPPLIES	16.27
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	110.82
Total amount by Department						\$ 2,772.87
081 FIRE DEPT. - ADMINISTRATION						
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	24.89
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	23.58
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	23.58
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	22.27
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	26.20
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	19.65
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	20.96
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	15.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY RX DISPOSAL FEE FOR FTC	36.77
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPAIR MAINTENANCE SUPPLIES PURCH	6.30
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	73.29
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES - BASIC FACILITIES	54.40
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPAIR/MAINTENANCE SUPPLIES - REPL	58.57

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300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - MISC.	130.06
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	580.59
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	131.29
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	16.12
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	3.17
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AIRLINE HOSE REPAIR COUPLING FOR AI	2.98
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RETURN AIRLINE HOSE REPAIR COUPLIN	-2.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AIRLINE HOSE REPAIR COUPLING FOR AI	2.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	43.25
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - PAPEF	147.80
Total amount by Department						\$ 1,461.16
082 FIRE DEPT. - SUPPRESSION						
154398	08/28/2020	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM PATCHES	2.44
154398	08/28/2020	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM PATCHES	2.44
154407	08/28/2020	00214	BASIN DEPARTMENT STORE	in	PARTS & SUPPLIES	4.55
154457	08/28/2020	05823	GALLS, LLC	in	BADGES	22.87
154481	08/28/2020	04244	L N CURTIS & SONS	in	ROLL PIN	34.51
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES PURCHASED TO PUT TC	22.69
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LEATHER APPARATUS HELMET SHIELDS I	69.30
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	THREAD SNIPS AND EXACTO KNIFE FOR	16.22
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPAIR MAINTENANCE SUPPLIES PURCH	6.73
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION BOOTS FOR 6 KFD NEW HIRES.	136.34
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ZOOM MONTHLY SUBSCRIPTION FOR KFI	16.27
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FIRE SUPPRESSION OPERATING SUPPLIES	173.67
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	UNIFORM ALLOWANCE PURCHASE - BR V	60.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	UNIFORM ALLOWANCE PURCHASE - BR V	60.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REUSABLE FACE MASKS PURCHASE.	549.92
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COMPUTER SPEAKERS - KEVIN CROWLE'	11.94
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	133.46
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SMALL TOOLS AND MINOR EQUIPMENT I	43.42
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LIBRARY MANAGEMENT MONTHLY SUBS	6.00
Total amount by Department						\$ 1,373.65
090 ENGINEERING						
154500	08/28/2020	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	21.71
154500	08/28/2020	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	18.45
154500	08/28/2020	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	12.28

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154500	08/28/2020	03700	OFFICE DEPOT INC	in	CREDIT	-21.71
154522	08/28/2020	00172	THE TRI-CITY HERALD	in	PUBLIC HEARING AD	106.26
154524	08/28/2020	06270	TRI-CITY SIGN & BARRICADE CONSTRU	in	MASKS	19.01
Total amount by Department						\$ 156.00
101 CORPORATE & COMMUNITY SERVICES						
154422	08/28/2020	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	370.33
154422	08/28/2020	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	370.33
154496	08/28/2020	07969	MUSTANG SIGN GROUP WANG ENTERPR	in	TRAFFIC BOX WRAPS	1,140.30
154519	08/28/2020	08315	STERLING	in	PROFESSIONAL SERVICES	21.72
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	7/15/2020 COLUMBIA BASIN SHRM ZOOM	25.00
Total amount by Department						\$ 1,927.68
113 PARKS DEPT.-RECREATION SERVICES						
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ONLINE ACTIVITY GUIDE YEARLY PAYMI	299.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MOUSE, HEAVY SHEET PROTECTORS, MIS	59.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BINDER, NEVER RECEIVED. REMOVE CH	-5.01
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RETURN LOGITECH MOUSE	-21.67
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BINDER, RE-ORDER	5.01
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PAYMENT LOSS SPLIT FOR VINTAGE AT T	1,246.39
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LO TEMP SANITIZER - KEEWAYDIN COMM	65.14
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CARDS - STAFF	19.11
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECREATION ADVERTISING	1.32
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	IMAGES FOR MARKETING	31.50
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PANDORA FOR PAVILION	29.27
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	25.80
Total amount by Department						\$ 1,755.30
114 PARKS DEPT.-FACILITIES MAINT.						
154400	08/28/2020	08623	ACE SALES & SERVICE INC	in	EQUIPMENT RENTAL	337.80
154400	08/28/2020	08623	ACE SALES & SERVICE INC	in	EQUIPMENT RENTAL	337.80
154400	08/28/2020	08623	ACE SALES & SERVICE INC	in	EQUIPMENT RENTAL	337.80
154408	08/28/2020	01726	BAVCO APPARATUS & VALVE CO	in	BACKFLOW PARTS	35.84
154409	08/28/2020	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	8.57
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	114.42
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	19.45
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	2,939.12
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	181.12
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	58.13

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154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	18.50
154420	08/28/2020	00080	BRUTZMAN'S INC	in	CABINET KEYS	32.58
154421	08/28/2020	00310	BUILDERS FIRSTSOURCE	in	PARTS & SUPPLIES	24.74
154424	08/28/2020	00083	CASCADE NATURAL GAS	in	GAS SERVICE	807.52
154455	08/28/2020	05426	EWING IRRIGATION PRODUCTS, INC	in	PARTS & SUPPLIES	110.12
154456	08/28/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	22.78
154456	08/28/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	16.28
154456	08/28/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	28.04
154459	08/28/2020	01775	GRAINGER	in	PARTS & SUPPLIES	28.51
154459	08/28/2020	01775	GRAINGER	in	PARTS & SUPPLIES	56.98
154460	08/28/2020	01775	GRAINGER	in	PARTS & SUPPLIES	12.92
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	75.61
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	23.15
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	CREDIT	-5.05
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	CREDIT	-41.26
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	45.39
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	36.52
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	38.06
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	56.77
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	4.82
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	28.39
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	6.03
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	17.81
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	13.18
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	27.37
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	57.17
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	4.60
154480	08/28/2020	00858	KING SOFT WATER COMPANY	in	EQUIPMENT MAINT	1,335.78
154485	08/28/2020	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES	97.99
154486	08/28/2020	08626	MCDONALD & ASSOCIATES DBA MCDON	in	TOP SOIL	336.66
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	CITY HALL - 112317	44.53
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	KPD - 11305	79.82
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	FROST- 119529	38.02
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE -17229	76.02
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	FIRE - 27578	41.27
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	COLUMBIA PARK GOLF - 34879	75.97
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	FIRE STATION #4 - FIR2620	76.02

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154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	FIRE STATION #2 FIR414	76.02
154502	08/28/2020	00917	OXARC, INC.	in	CHEMICALS	268.79
154503	08/28/2020	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	140.55
154503	08/28/2020	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	97.85
154503	08/28/2020	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	11.73
154503	08/28/2020	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	84.91
154506	08/28/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	21.12
154514	08/28/2020	07555	SHERWIN-WILLIAMS COMPANY	in	PAINT	62.15
154528	08/28/2020	04764	UNITED PARCEL SERVICE	in	SHIPPING	4.77
154533	08/28/2020	00104	WA STATE LABOR & INDUSTRIES	in	ELEVATOR CERTIFICATION	134.10
154534	08/28/2020	01035	WASHINGTON HARDWARE AND FURNITI	in	COVID BARRIERS	4.33
154534	08/28/2020	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS & SUPPLIES	25.99
154534	08/28/2020	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS & SUPPLIES	17.34
154534	08/28/2020	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS & SUPPLIES	6.51
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SOCIAL DISTANCING FLOOR DECALS	570.15
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	3.93
Total amount by Department						\$ 9,649.90
120 NON-DEPARTMENTAL						
154411	08/28/2020	00014	BENTON COUNTY	in	LIQUOR TAXES & PROFITS	6,160.42
154424	08/28/2020	00083	CASCADE NATURAL GAS	in	GAS SERVICE	66.61
154429	08/28/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
154443	08/28/2020	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	323.62
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	MCL - 113129	44.53
300418	08/15/2020	00511	WA STATE DEPT OF RETIREMENT SYSTEI	in	PRIOR SERVICE CONTRIBUTION	217.00
Total amount by Department						\$ 29,078.29
Total amount by Fund						\$ 219,011.48
101 STREET FUND						
020 TRAFFIC						
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	37.83
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	407.49
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	74.46
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	585.56
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,308.28
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	59.70
154412	08/28/2020	00084	BENTON PUD NO. 1	in	SIGNALS	3,492.81

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154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	57.13
154412	08/28/2020	00084	BENTON PUD NO. 1	in	STREET LIGHTS	17,065.69
154491	08/28/2020	10164	MIDWESTERN SOFTWARE SOLUTIONS LI	in	TCLS ANNUAL SUPPORT	1,297.68
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BUSINESS CARDS FOR TIM HEIN/TRAFFIC	22.72
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PAINT TRUCK WEIGHT	12.00
Total amount by Department						\$ 24,421.35
360 MISCELLANEOUS REVENUES						
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	13.96
Total amount by Department						\$ 13.96
Total amount by Fund						\$ 24,435.31
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
154342	08/17/2020	00034	BENTON COUNTY AUDITOR	in	RECORDING FEE	323.50
154369	08/18/2020	00034	BENTON COUNTY AUDITOR	in	RECORDING FEE	214.00
154370	08/18/2020	00094	BENTON COUNTY TREASURER	in	RECORDING FEE	20.00
154371	08/18/2020	00034	BENTON COUNTY AUDITOR	in	RECORDING FEE	115.50
154372	08/18/2020	00094	BENTON COUNTY TREASURER	in	RECORDING FEE	10.00
154403	08/28/2020	10528	ANDREW C. SMITH	in	ROW PAYMENT	6,549.11
154406	08/28/2020	10530	BACON JAMES LAWRENCE	in	ROW PAYMENT	1,308.56
154427	08/28/2020	10531	CHRISTENSON DAVID G	in	ROW PAYMENT	1,308.56
154428	08/28/2020	10768	CIBB PROPERTIES LLC	in	ROW PAYMENT	7,100.00
154445	08/28/2020	00867	DAVID EVANS & ASSOCIATES, INC.	in	CONSULTANT SERVICES	5,197.18
154448	08/28/2020	10529	DOYLE ERIK	in	ROW PAYMENT	3,615.39
154450	08/28/2020	10527	EARP GARY D	in	ROW PAYMENT	2,103.92
154473	08/28/2020	10532	JASON JAMES KLOVANSKY	in	ROW PAYMENT	1,831.36
154476	08/28/2020	08357	KELLY CATHERINE	in	ROW PAYMENT	3,432.03
154479	08/28/2020	10524	KEVIN J. O'RORKE	in	ROW PAYMENT	3,704.57
154482	08/28/2020	10526	LANCE BACON	in	ROW PAYMENT	924.50
Total amount by Department						\$ 37,758.18
Total amount by Fund						\$ 37,758.18
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CDBG PRIMER - A PIPER	150.00
Total amount by Department						\$ 150.00

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040 HOME						
154430	08/28/2020	00100	CITY OF RICHLAND	in	CONSULTING SERVICES	1,578.84
Total amount by Department						\$ 1,578.84
Total amount by Fund						\$ 1,728.84
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WEBINAR-PRA DEEP DIVE (T WRIGHT, K I	35.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REDUNDANT INTERNET CONNECTION	580.00
Total amount by Department						\$ 615.00
Total amount by Fund						\$ 615.00
200 DEBT SERVICE FUND						
060 2010B GO BOND						
154404	08/28/2020	01169	ARBITRAGE COMPLIANCE SPECIALISTS	in	GO BOND 2010B ARBITRAGE REBATE CAI	3,000.00
Total amount by Department						\$ 3,000.00
Total amount by Fund						\$ 3,000.00
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
154452	08/28/2020	10652	ELECTROTECHNICS ELTEC	in	SIGNAL TIME CLOCK	2,761.44
154471	08/28/2020	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	2,325.75
154491	08/28/2020	10164	MIDWESTERN SOFTWARE SOLUTIONS LI	in	TCLS ANNUAL SUPPORT	802.32
Total amount by Department						\$ 5,889.51
040 PARK RESERVE						
154499	08/28/2020	00648	NORTHWEST PLAYGROUND EQUIPMENT	in	SPLASH PAD EQUIPMENT	6,200.20
Total amount by Department						\$ 6,200.20
900 CAPITAL PURCHASES						
154416	08/28/2020	10738	BLUEBEAM INC	in	BLUEBEAM LICENSES 2020	21,913.52
154495	08/28/2020	09289	MUNICODE MUNICIPAL CODE CORP	in	WEB HOSTING	134.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MICR TONER CARTRIDGE FOR NEW FINA	323.95
Total amount by Department						\$ 22,371.47
Total amount by Fund						\$ 34,461.18

401 WATER AND SEWER FUND

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154465	08/28/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	6,187.66
154465	08/28/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	4,644.54
154465	08/28/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	1,892.71
Total amount by Department						\$ 12,724.91
010 WATER/SEWER OPERATIONS						
154402	08/28/2020	01853	AGO INDUSTRIES INC	in	SAFETY OVERALLS	1,234.55
154412	08/28/2020	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	5,692.58
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	12,963.36
154412	08/28/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	106.85
154417	08/28/2020	09733	BNSF RAILWAY COMPANY	in	LESLIE RD SEWER LEASE	3,113.04
154424	08/28/2020	00083	CASCADE NATURAL GAS	in	GAS SERVICE	73.33
154442	08/28/2020	00322	CUBBY'S ELECTRIC MOTOR & PUMP	in	IRRIGATION REPAIR	597.30
154444	08/28/2020	08116	D&D TELECOMMUNICATIONS PROPERTI	in	INSPIRATION POINT	752.24
154459	08/28/2020	01775	GRAINGER	in	PARTS & SUPPLIES	305.57
154459	08/28/2020	01775	GRAINGER	in	PARTS & SUPPLIES	206.45
154463	08/28/2020	04759	GRIGG ENTERPRISES INC ACE HARDWAI	in	PARTS & SUPPLIES	10.30
154464	08/28/2020	07234	GROUNDWATER SOLUTIONS INC GSI WA	in	CONSULTANT SERVICES	2,330.00
154465	08/28/2020	00865	HD FOWLER COMPANY INC	in	EQUIPMENT	1,539.90
154466	08/28/2020	06569	HDR INC	in	CONSULTANT AGREEMENT	826.40
154466	08/28/2020	06569	HDR INC	in	CONSULTANT AGREEMENT	2,590.71
154474	08/28/2020	04624	JCI JONES CHEMICALS INC	in	SODIUM HYPOCHLORITE	5,409.12
154477	08/28/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	99.99
154492	08/28/2020	00217	MILLER PAINT CO	in	PAINT	550.61
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	WFP - 10128	41.27
154493	08/28/2020	05112	MOON SECURITY SERVICES, INC	in	SCADA - DAK0001	31.51
154498	08/28/2020	04466	NORTHSTAR CHEMICAL INC	in	SODIUM HYPOCHLORITE	827.00
154500	08/28/2020	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	12.87
154505	08/28/2020	10453	RAINIER ENVIRONMENTAL LAB ERIC TC	in	TESTING SERVICES	1,400.00
154506	08/28/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	18.39
154529	08/28/2020	07925	USA BLUEBOOK HD SUPPLY FACILITIES	in	PUMP HOSE	277.49
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BIOSOLIDS TREATMENT LIVE ONLINE WO	100.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR UTILITY WORKER SAFETY -	-500.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR UTILITY WORKER SAFETY -	-500.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	NOS PIAB ROUND VACUUM PUMP FOR CE	703.73
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR NOS PIAB ROUND VACUUM I	-703.73
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CONCRETE FOR CURB REPLACEMENT AT	170.30

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300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BACKUP DRIVES FOR TV VAN	23.88
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MAILING OF CONTRACT BOOKS TO IRON	21.10
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SOD FOR METER BOX REPAIR AT 10 S. RA	7.58
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	68,382.31
Total amount by Department						\$ 108,716.00
050 2020 REVENUE BOND						
154466	08/28/2020	06569	HDR INC	in	CONSULTANT AGREEMENT	9,200.89
Total amount by Department						\$ 9,200.89
Total amount by Fund						\$ 130,641.80
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
154398	08/28/2020	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM PATCHES	13.85
154398	08/28/2020	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM PATCHES	13.85
154407	08/28/2020	00214	BASIN DEPARTMENT STORE	in	PARTS & SUPPLIES	25.81
154418	08/28/2020	03495	BOUND TREE MEDICAL LLC	in	MEDICAL & COVID SUPPLIES	912.19
154418	08/28/2020	03495	BOUND TREE MEDICAL LLC	in	IV & MEDICAL SUPPLIES	207.81
154418	08/28/2020	03495	BOUND TREE MEDICAL LLC	in	IV & MEDICAL SUPPLIES	278.94
154418	08/28/2020	03495	BOUND TREE MEDICAL LLC	in	IV & MEDICAL SUPPLIES	541.77
154418	08/28/2020	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	184.08
154418	08/28/2020	03495	BOUND TREE MEDICAL LLC	in	IV & MEDICAL SUPPLIES	141.75
154423	08/28/2020	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	499.73
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	24.89
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	23.58
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	23.58
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	22.27
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	26.20
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	19.65
154432	08/28/2020	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	20.96
154457	08/28/2020	05823	GALLS, LLC	in	BADGES	129.59
154484	08/28/2020	08868	LIFE-ASSIST	in	IV & MEDICAL SUPPLIES	1,111.83
154484	08/28/2020	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	385.75
154484	08/28/2020	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	578.62
154484	08/28/2020	08868	LIFE-ASSIST	in	IV & MEDICAL SUPPLIES	60.59
154484	08/28/2020	08868	LIFE-ASSIST	in	CREDIT	-354.47
154502	08/28/2020	00917	OXARC, INC.	in	OXYGEN	145.39

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154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	249.00
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	398.00
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	265.92
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	249.00
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	249.00
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	187.27
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	194.84
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	398.00
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	249.00
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	227.43
154520	08/28/2020	05689	STRYKER SALES CORPORATION STRYKE	in COT REPAIR	3,204.39
154540	08/28/2020	06869	ZOLL MEDICAL CORPORATION	in MEDICAL SUPPLIES	77.73
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in EMS OPERATING SUPPLIES - FACESHIELD	61.58
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) 2021 CODE BOOKS.	166.88
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	15.45
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY RX DISPOSAL FEE FOR FTC	36.77
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPAIR MAINTENANCE SUPPLIES PURCH	6.31
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION BOOTS FOR 6 KFD NEW HIRES.	772.61
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	73.29
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - BASIC FACILITIES	54.40
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPAIR/MAINTENANCE SUPPLIES - REPL	58.58
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in UNIFORM ALLOWANCE PURCHASE - BR V	60.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in UNIFORM ALLOWANCE PURCHASE - BR V	60.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REUSABLE FACE MASKS PURCHASE.	549.93
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - MISC.	130.06
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	580.60
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	131.30
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	16.13
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	3.17
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in AIRLINE HOSE REPAIR COUPLING FOR AI	2.97
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETURN AIRLINE HOSE REPAIR COUPLIN	-2.43
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in AIRLINE HOSE REPAIR COUPLING FOR AI	2.43
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - STATI	43.26
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - PAPER	147.81
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	13,299.19
Total amount by Department					\$ 27,258.96

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Total amount by Fund						\$ 27,258.96
405 STORMWATER UTILITY FUND						
010 STORMWATER						
154402	08/28/2020	01853	AGO INDUSTRIES INC	in	SAFETY OVERALLS	1,069.22
154405	08/28/2020	03905	ASPECT CONSULTING LLC	in	PROFESSIONAL SERVICES	20,167.50
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECURRING MONTHLY CHARGE FOR GPS	41.85
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	3,418.07
Total amount by Department						\$ 24,696.64
Total amount by Fund						\$ 24,696.64
501 EQUIPMENT RENTAL FUND						
154436	08/28/2020	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	96.55
154436	08/28/2020	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	458.81
154441	08/28/2020	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	INVENTORY	211.04
154441	08/28/2020	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	INVENTORY	65.96
154454	08/28/2020	10299	ENVIRONMENTAL PRODUCTS AND ACCE	in	INVENTORY	859.01
154456	08/28/2020	00166	FARMERS EXCHANGE	in	INVENTORY	2,085.12
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	INVENTORY	219.55
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	INVENTORY	292.80
Total amount by Department						\$ 4,288.84
010 EQUIPMENT RENTAL						
154409	08/28/2020	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	363.85
154409	08/28/2020	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	20.08
154409	08/28/2020	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	29.57
154419	08/28/2020	10612	BRAUN INDUSTRIES INC	in	PARTS & SUPPLIES	88.77
154425	08/28/2020	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	104.53
154431	08/28/2020	01310	COLEMAN OIL COMPANY	in	MOWER FUEL	275.76
154431	08/28/2020	01310	COLEMAN OIL COMPANY	in	FUEL CARD HOLDERS - FLEET	108.60
154431	08/28/2020	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	16,989.73
154436	08/28/2020	08852	COMMERCIAL TIRE	in	TIRES - VEH 5210	704.73
154436	08/28/2020	08852	COMMERCIAL TIRE	in	TIRES - VEH 3808	294.54
154436	08/28/2020	08852	COMMERCIAL TIRE	in	TIRE SERVICE - VEH 2715	180.06
154436	08/28/2020	08852	COMMERCIAL TIRE	in	TIRE SERVICE - VEH 4206	324.53
154439	08/28/2020	04853	CONNELL OIL INC 76 DISTRIBUTING	in	DEF FLUID	151.11

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154453	08/28/2020	09818	ENVIRO-CLEAN EQUIPMENT INC	in	PARTS & SUPPLIES	163.71
154454	08/28/2020	10299	ENVIRONMENTAL PRODUCTS AND ACCE	in	PARTS & SUPPLIES	2,164.01
154454	08/28/2020	10299	ENVIRONMENTAL PRODUCTS AND ACCE	in	PARTS & SUPPLIES	25.50
154456	08/28/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	109.95
154456	08/28/2020	00166	FARMERS EXCHANGE	in	CREDIT	-51.66
154456	08/28/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	64.91
154458	08/28/2020	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD - VEH 1802	460.70
154458	08/28/2020	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD - VEH 1004	177.50
154467	08/28/2020	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH 2307	106.43
154468	08/28/2020	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS & SUPPLIES	761.23
154472	08/28/2020	03313	J & L HYDRAULICS	in	REPAIR - VEH 3999	150.28
154475	08/28/2020	02285	JIFFY CAR WASH, INC.	in	FLEET CAR WASHES	651.60
154487	08/28/2020	00195	MCLOUGHLIN & EARDLEY, INC SIRENNE	in	PARTS & SUPPLIES	125.35
154488	08/28/2020	02254	MCMaster-CARR SUPPLY COMPANY	in	PARTS & SUPPLIES	27.13
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	18.85
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	113.11
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	18.56
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	31.41
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	17.29
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	11.95
154497	08/28/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	144.72
154502	08/28/2020	00917	OXARC, INC.	in	WELDING BLANKET	131.17
154507	08/28/2020	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	MAINT & REPAIR	922.12
154507	08/28/2020	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	MAINT & REPAIR	1,270.62
154510	08/28/2020	03691	RMT EQUIPMENT	in	PARTS & SUPPLIES	340.45
154510	08/28/2020	03691	RMT EQUIPMENT	in	MOTOR - VEH 3737	1,117.81
154510	08/28/2020	03691	RMT EQUIPMENT	in	PARTS & SUPPLIES	58.18
154517	08/28/2020	00247	SS EQUIPMENT PASCO NEW HOLLAND	in	PARTS & SUPPLIES	128.95
154523	08/28/2020	10435	TRAFFIC MANAGEMENT INC	in	VEHICLE DECALS	83.29
154526	08/28/2020	04283	TURF STAR - WESTERN	in	PARTS & SUPPLIES	626.15
154526	08/28/2020	04283	TURF STAR - WESTERN	in	CREDIT	-1,064.89
154526	08/28/2020	04283	TURF STAR - WESTERN	in	PARTS & SUPPLIES	226.69
154538	08/28/2020	05380	WESTERN SYSTEMS FABRICATION INC	in	PARTS & SUPPLIES	121.85
154538	08/28/2020	05380	WESTERN SYSTEMS FABRICATION INC	in	PARTS & SUPPLIES	249.52
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FRONT SEAT BELT FOR VEHICLE 7925	76.02
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RETITLE OF VEHICLE 0196 2003 BUICK CE	63.50
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CLUTCH & WIRE HARNESS REPAIR KIT FC	560.95

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300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR RETURN OF MOUNTING BRA	-45.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SEAT BELT & FREIGHT FOR VEHICLE 7925	70.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SELECTOR SWITCH & FREIGHT FOR VEHI	95.44
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LICENSE AND REGISTRATION VEHICLE 79	64.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LICENSE REGISTRATION VEHICLE 5002 20	64.00
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	137.72
Total amount by Department						\$ 30,226.93
Total amount by Fund						\$ 34,515.77
502 CENTRAL STORES FUND						
154447	08/28/2020	07672	DOG WASTE DEPOT ZW USA INC	in	BAGS - DOG WASTE	691.46
154455	08/28/2020	05426	EWING IRRIGATION PRODUCTS, INC	in	INVENTORY	611.58
154459	08/28/2020	01775	GRAINGER	in	BATTERY INVENTORY	384.68
154484	08/28/2020	08868	LIFE-ASSIST	in	INVENTORY	2,953.92
154515	08/28/2020	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM INVENTORY	912.24
154526	08/28/2020	04283	TURF STAR - WESTERN	in	INVENTORY	11,070.04
300420	08/28/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	88.58
Total amount by Department						\$ 16,712.50
010 CENTRAL STORES						
154399	08/28/2020	01526	ABADAN	in	COPIER MAINTENANCE	289.60
154399	08/28/2020	01526	ABADAN	in	COPIER MAINTENANCE	437.26
154399	08/28/2020	01526	ABADAN	in	COPIER MAINTENANCE	46.46
154399	08/28/2020	01526	ABADAN	in	COPIER MAINTENANCE	206.48
154399	08/28/2020	01526	ABADAN	in	COPIER MAINTENANCE	150.90
154483	08/28/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	387.25
154483	08/28/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	207.29
154483	08/28/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	166.17
Total amount by Department						\$ 1,891.41
Total amount by Fund						\$ 18,603.91
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
154440	08/28/2020	00013	CORE & MAIN LP	in	HYDRANT REPAIR	2,545.92
154469	08/28/2020	03667	INDUSTRIAL HEARING SERVICES INC	in	ANNUAL HEARING EXAMS	30.00
Total amount by Department						\$ 2,575.92

City of Kennewick

Claims Roster

8/15/2020 - 8/28/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
Total amount by Fund						\$ 2,575.92
611 FIREMEN'S PENSION FUND						
010 FIREMEN'S PENSION						
154413	08/28/2020	04065	BERNA LETA	in	LEOFF 1 PENSION	322.69
154438	08/28/2020	00128	COMSTOCK WILLIAM J	in	LEOFF 1 PENSION	897.50
154451	08/28/2020	05685	ECKERT NANCY	in	LEOFF 1 PENSION	1,439.34
154461	08/28/2020	00122	GRAVES MARJORIE	in	LEOFF 1 PENSION	2,618.65
154504	08/28/2020	06700	PURDY PAULA	in	LEOFF 1 PENSION	918.93
154509	08/28/2020	00145	REMUS, LARRY J	in	LEOFF 1 PENSION	911.76
154513	08/28/2020	00148	SHAW, LEONARD	in	LEOFF 1 PENSION	667.44
154516	08/28/2020	00150	SLEATER, LARRY L	in	LEOFF 1 PENSION	1,420.47
154530	08/28/2020	00152	VICKERMAN THOMAS	in	LEOFF 1 PENSION	513.14
154536	08/28/2020	10500	WELCH BETTY JEAN	in	LEOFF 1 PENSION	926.77
154539	08/28/2020	00154	WILLEBY, DONALD R	in	LEOFF 1 PENSION	743.74
Total amount by Department						\$ 11,380.43
Total amount by Fund						\$ 11,380.43
634 BI-COUNTY POLICE INFO NETWORK						
010 BI-COUNTY POLICE INFO NETWORK						
154437	08/28/2020	06375	COMPUNET INC	in	CISCO SMARTNET - BIPIN	53,214.00
154470	08/28/2020	02410	INTERGRAPH CORPORATION HEXAGON	in	BIPIN CONTRACT #1911-040	21,040.95
Total amount by Department						\$ 74,254.95
Total amount by Fund						\$ 74,254.95
642 METRO DRUG FORFEITURE FUND						
010 NONE						
154443	08/28/2020	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	49.96
154489	08/28/2020	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	67.28
154512	08/28/2020	01123	SEINER ED	in	SEIZURE HEARING	100.00
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY SERVICE CHARGE FOR STAMP	19.54
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES; LEGAL PADS, ENVELO	136.70
300419	08/28/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LETTERS SENT VIA CERTIFIED MAIL FOR	34.75
Total amount by Department						\$ 408.23
Total amount by Fund						\$ 408.23

City of Kennewick

Claims Roster

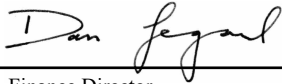
8/15/2020 - 8/28/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Grand Total:					<u><u>\$ 645,346.60</u></u>

I, Dan Legard, 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.



Dan Legard, Finance Director

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

Check numbers 154342 through 154540	\$ 540,124.73
Wire transfer number 300418	217.00
Wire transfer number 300419	19,418.80
Wire transfer number 300420	85,586.07

Total	<u><u>\$ 645,346.60</u></u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	09/15/2020
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 8/31/2020		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 8/31/2020 in the amount of \$1,955,837.64 comprised of check numbers 74681 through 74686 and direct deposit numbers 184222 through 184645.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,955,837.64.

Through

Dept Head Approval

City Mgr Approval

Dan Legard
Sep 03, 08:11:39 GMT-0700 2020

Marie Mosley
Sep 09, 22:19:46 GMT-0700 2020

Attachments: payroll roster

☐ Recording
Required?

September 15, 2020

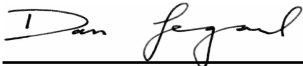
All Departments:

August 31, 2020

ADMINISTRATIVE TEAM	2,164.46
CITY COUNCIL	4,525.00
CITY MANAGER	12,760.04
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	24,553.83
EMPLOYEE & COMMUNITY RELATIONS	38,649.31
ENGINEERING	55,276.20
FACILITIES & GROUNDS	82,257.37
FINANCE	53,525.73
FIRE	113,332.79
LEGAL SERVICES	22,570.22
MANAGEMENT SERVICES	81,555.52
POLICE	478,683.26
Subtotal General Fund	969,853.73
STREETS	20,521.49
TRAFFIC	27,211.70
Subtotal Street Fund	47,733.19
BI-PIN	11,149.06
BUILDING SAFETY	41,914.21
COMMUNITY DEVELOPMENT	4,025.18
CRIMINAL JUSTICE	72,151.74
EQUIPMENT RENTAL	12,283.89
MEDICAL SERVICES	354,668.01
RISK MANAGEMENT	3,763.63
STORMWATER UTILITY	19,740.99
WATER & SEWER	146,233.71
Subtotal Other Funds	665,930.42
Total Salaries and Wages	1,683,517.34
Benefits:	
Industrial Insurance	30,796.67
Medical Retirement Account	3,450.00
Retirement	141,107.92
Social Security (FICA)	94,942.53
WA Family Leave	2,023.18
	272,320.30
Total Benefits	
Grand Total	\$1,955,837.64

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$1,955,837.64 comprised of check numbers 74681 through 74686 and direct deposit numbers 184222 through 184645.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	09/15/2020	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Third Party Ambulance Billing				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #	20-022	Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

Staff recommends that City Council authorize the City Manager to sign Contract 20-022 with Systems Design West, LLC for third party ambulance billing services.

Motion for Consideration

I move that City Council authorize the City Manager to sign Contract 20-022 with Systems Design West, LLC for third party ambulance billing services.

Summary

The City currently averages approximately 5,000 billable transports per year for calls for service, with considerable staff time involved in the billing and collection process. Staff has been evaluating the cost benefit of outsourcing these services for some time and have determined that this is the most cost effective solution. The timing of bringing this forward now is due to staff retirements this Fall that allows implementation without significant interruption to these billing activities.

Systems Design West is the provider for our neighboring agencies in the region. We were able to piggyback a contract through Mid Columbia Fire & Rescue(Dalles, OR) which was awarded from a competed Request for Proposal process and had the most favorable rates.

Alternatives

None Recommended.

Fiscal Impact

At a rate of \$22 per billable transport, the annual cost of this contract is estimated to be \$110,000. Currently, the City utilizes 2.25 full-time equivalent (FTE) positions to bill ambulance transports and collect payment internally. After implementing this contract, the City may still require up to one FTE to perform quality control, collection on delinquent bills, and other duties. Future needs will be evaluated over the next 4-6 months. A vacant position from an upcoming retirement will not be filled.

Through	John Noble Sep 02, 12:38:07 GMT-0700 2020	Attachments: 
Dept Head Approval	Dan Legard Sep 08, 21:21:50 GMT-0700 2020	
City Mgr Approval	Marie Mosley Sep 10, 16:17:41 GMT-0700 2020	
		☐ Recording Required?



CONTRACT 20-022 BETWEEN CITY AND CONSULTANT
THIRD PARTY AMBULANCE BILLING SERVICES

THIS CONTRACT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and Systems Design West, LLC, 19265 Powder Hill Place NE, Poulsbo, WA 98370 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND CONTRACT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A - Detailed Scope of Work. In performing these services, Consultant shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Contract will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b) This Contract consists of this Contract, and other documents listed below issued prior to the execution of this contract and all modifications and change orders issued subsequent thereto. These form the entire Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Contract documents is set forth below:
 - (i) This Contract No. 20-022 between the City and Consultant.
 - (ii) Exhibit A: Detailed Scope of Work
 - (iii) Attachment A: Business Associate Agreement
 - (iv) Attachment B: Records Storage Policy
 - (v) Attachment C: City of Kennewick Codes and Resolutions.
 - (vi) Contract and any extensions thereof with Mid-Columbia Fire & Rescue resulting from RFP MCRF 15-01.

2) TERM

The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City. The term of this Contract shall commence on the date of the last signature execution hereon and remain in effect for five (5) years and may be renewed by written mutual agreement for additional terms of up to five years.

3) PAYMENT

- a) The City shall pay the Consultant at the rates set forth in Exhibit A Scope of Work. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified.
- b) City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Reimbursement for travel, meals, lodging or extra services/reimbursable expenses are not authorized under this Contract unless detailed in the Scope of Work or agreed upon in writing as a modification to this Contract.
- d) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

4) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Contract, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

5) OWNERSHIP OF DOCUMENTS

- a) Not used.

6) TERMINATION

- a) This Contract may be terminated by either party upon sixty (60) days' written notice. In the event the City terminates this Contract, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Contract shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

7) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Contract, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

8) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and <https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

9) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Contract, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

10) ATTORNEY'S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Contract, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

11) INSURANCE

The Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving fifteen (15) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Parties shall defend, indemnify, and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Party or the Party's employees or agents in performance of this Contract, except for injuries and damages caused by the sole negligence of the other Party.
- b) Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Contract shall be made without written consent of the parties to the Contract.

16) EQUAL OPPORTUNITY CONTRACT

- a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Contract for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

- a) Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Contract or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Contract may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

- a) In the course of performing under this Contract, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall:
 - i) not disclose confidential information except as permitted by this Contract; (ii) only permit

use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Contract; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Contract as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Contract.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Contract. Such work shall be considered as extra work and will be specified in a written supplement to this Contract that will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Contract shall not proceed until authorized in writing by the City.

23) PUBLIC DISCLOSURE

- a) The parties to this Contract understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this Contract and/or for documents and/or materials provided to the City under this Contract, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

Signature Page Follows

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Contract for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Contract will become binding on the date of last execution hereon:

CITY OF KENNEWICK, WASHINGTON

SYSTEMS DESIGN WEST, LLC

Marie E. Mosley, City Manager

Signature

Date Signed: _____

Date Signed: _____

ATTEST:

Jennifer Braus, CEO
19265 Powder Hill Place NE
Poulsbo, WA 98370
(360) 394-7082
jennb@sdwems.com

Terri L. Wright
City Clerk

Date Signed: _____

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

Date Signed: _____

EXHIBIT A: Detailed Scope of Work

1. **SCOPE OF SERVICES.** The Consultant shall provide to the City specific services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the City. The following Scope of Services shall be incorporated into this contract as general services performed by the City and the Consultant under this Contract.

1.1 The City, with assistance from Consultant, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services. The City shall assist the Consultant to obtain the necessary certifications, numbers and documentation needed for Consultant to provide the services identified in sections 1.2 and 1.3 below. The City agrees to furnish and assist the Consultant with the following:

(a) The City agrees to provide a complete and legible "PCR" (Patient Care Report) to the Consultant including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the City and made available to the Consultant and/or insurance payers upon request. The amounts to be billed will be determined by the City in the form of a resolution or ordinance to be incorporated into this Contract as an attachment.

(b) The City agrees to furnish the Consultant with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Consultant. Copies of any payments made directly to the City will be forwarded to the Consultant for accounting purposes in a timely manner. The City agrees to generate any refund checks due to overpayments identified by the Consultant directly to the payer to which the refund is due, based on detailed information provided by the Consultant. The City shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the City.

(c) The City agrees to furnish to the Consultant to be made part of this Contract as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the City and administered by Consultant as part of the Scope of Services performed under this Contract.

1.2 Upon receipt of the PCRs from the City, the Consultant shall: set up a patient account in Consultant's proprietary software application and create a patient record; perform all billing operations including follow up statements and any necessary rebilling of EMS patient transport services provided by the City to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims per payer's rules and regulations within the legal boundaries of all federal and state laws; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the City; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim.

1.3 The Consultant shall: receive at its facilities all payments (except those directly deposited into the City's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the City's "deposit only" account; forward deposit information to the City within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the City. The Consultant shall provide to the City a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable.

1.4 The Consultant shall provide live customer service to City's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Consultant shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services.

2. FEES, EXPENSES, & PAYMENT. For and in consideration of the services provided by the Consultant identified above, the City shall pay to the Consultant an amount not to exceed **\$ 22.00** per transport per the Scope of Services. A **\$15.00** surcharge will apply to previously billed accounts transferred to Consultant for follow-up. In addition, the City will pay actual postage for patient invoices and statements per the Scope of Services performed under this Contract. The City shall remit payment for services rendered under this Contract to the Consultant within 30 days from receipt of Consultant's monthly invoice to the City.

3. PAYMENT OF TAXES. The Consultant shall be liable for any and all federal, state, and local sales, excise taxes and assessments as a result of the payment for services rendered under this Contract.

4. END USER SOFTWARE LICENSE & CONFIDENTIAL INFORMATION. The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all Information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning City and Consultant's business or organization, as the parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

4.1 TREATMENT OF CONFIDENTIAL INFORMATION. City's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". City shall protect the deliverables resulting from Services with the same degree of care. This agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from City; (b) is or becomes generally known to the public without violation of this Contract; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the City and provided further that diligent efforts are undertaken to limit disclosure.

4.2 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Consultant to perform its duties as expected by the City, it will be necessary for the Consultant to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The parties of this agreement further acknowledge and make part of this agreement as an attachment to this agreement a "Business Associate Agreement" to be maintained and updated whenever applicable by either party of this agreement.

4.3 PERMITTED AND REQUIRED USES AND DISCLOSURE OF PHI. The Parties hereto agree that the Consultant may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Consultant may use or disclose PHI for any use or disclosure that is required by law.

5. SURVIVABILITY. The terms of Section 4 shall survive termination of this Contract. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Contract, those separate confidentiality terms shall remain in full force to the extent they do not conflict. The "Business Associate Agreement" has terms incorporated to establish the continuance of covenants for the parties to disclose PHI for the continued operations of "Payment".

6. WARRANTIES AND REPRESENTATIONS. Each party warrants that it has the right and power to enter into this Contract and an authorized representative has executed this Contract. Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Consultant are advisory; no specific result is assured or guaranteed. Consultant EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED.

7. NONWAIVER. No modification to this Contract nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Contract by either party shall be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

8. CONFLICT OF INTEREST. The Consultant covenants and warrants and represents that the Consultant or any employees of Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Contract. The Consultant further covenants, warrants and represents that in the performance of this Contract, no person having any such interest shall be employed by the Consultant in the future.

9. ENTIRE AGREEMENT. This Contract and any schedules, appendices, attachments and exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no

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contemporaneous or subsequent agreement, understanding, alteration, amendment change or addition to this Contract or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties of this Contract hereto unless reduced to writing and signed by both parties. This Contract constitutes a final, complete and exclusive statement of the Contract between the parties.

Business Associate Agreement Between the City of Kennewick and Systems Design West, LLC

This Business Associate Agreement (“Agreement”) between the City of Kennewick (“Covered Entity”) and Systems Design West, LLC (“Business Associate”) is executed to ensure that Systems Design West, LLC will appropriately safeguard protected health information (“PHI”) and personally identifiable information (“PII”) that is created, received, maintained, or transmitted on behalf of the City of Kennewick in compliance with applicable federal, state, and local statutes, regulations, rules and policies—including but not limited to, the provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with the Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Catch-all Definition

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Systems Design West, LLC.
- (b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City of Kennewick.
- (c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

C. Obligations of Systems Design West, LLC

Systems Design West, LLC agrees to:

1. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and electronic personally identifiable information (“e-PII”) as well as implement appropriate physical, technical and administrative

safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement;

2. Report to the City of Kennewick any use or disclosure of PHI and PII not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI and PII as required by 45 CFR §164.410. Breaches of unsecured PHI and PII shall be reported to the City of Kennewick and affected parties without unreasonable delay but in no case later than 30 days after discovery of the breach;
3. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI and PII on behalf of Systems Design West, LLC agree to the same restrictions, conditions, and requirements that apply to Systems Design West, LLC with respect to such information;
4. Make PHI and PII in a designated record set available to the City of Kennewick and to an individual who has a right of access in a manner that satisfies the City of Kennewick's obligations to provide access to PHI and PII in accordance with 45 CFR §164.524 within 30 days of a request;
5. Make any amendment(s) to PHI and PII in a designated record set as directed by the City of Kennewick, or take other measures necessary to satisfy the City of Kennewick's obligations under 45 CFR §164.526;
6. Maintain and make available information required to provide an accounting of disclosures to the City of Kennewick or an individual who has a right to an accounting within 60 days and as necessary to satisfy the City of Kennewick's obligations under 45 CFR §164.528.
7. To the extent that Systems Design West, LLC is to carry out any of the City of Kennewick's obligations under the HIPAA Privacy Rule, Systems Design West, LLC shall comply with the requirements of the Privacy Rule that apply to the City of Kennewick when it carries out that obligation;
8. Make its internal practices, books, and records relating to the use and disclosure of PHI and PII received from, or created or received by Systems Design West, LLC on behalf of the City of Kennewick, available to the Secretary of the Department of Health and Human Services for purposes of determining Systems Design West, LLC and the City of Kennewick's compliance with HIPAA and the HITECH Act;
9. Restrict the use or disclosure of PHI and PII if the City of Kennewick notifies Systems Design West, LLC of any restriction on the use or disclosure of PHI and PII that the City of Kennewick has agreed to or is required to abide by under 45 CFR §164.522; and
10. If the City of Kennewick is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Systems Design West, LLC agrees to assist the City of Kennewick in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 CFR §681.2); (b) taking all steps necessary to comply with the policies and procedures of the City of Kennewick's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the City of Kennewick agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the City of Kennewick of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the City of Kennewick of any threat of identity theft as a result of the incident.

11. Comply with all current rules and regulations pertaining to the OIG Compliance Program for ambulance suppliers and special bulletin regarding LEIE recommended screening of employees and any subcontractors.

D. Permitted Uses and Disclosures by Systems Design West, LLC

Systems Design West, LLC may use or disclose PHI and PII as required by law and consistent with the Minimum Necessary standard—specifically, the use and disclosure of PHI and PII will be limited to the minimum necessary for accomplishing the intended purpose of the use and disclosure. The specific uses and disclosures of PHI and PII that may be made by Systems Design West, LLC on behalf of the City of Kennewick include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City of Kennewick to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the City of Kennewick to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI and PII as permitted by HIPAA necessary to perform the services that Systems Design West, LLC has been engaged to perform on behalf of the City of Kennewick.

E. Termination

1. the City of Kennewick may terminate this Agreement if the City of Kennewick determines that Systems Design West, LLC has violated a material term of this Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Systems Design West, LLC shall return to the City of Kennewick or destroy all PHI and PII received from the City of Kennewick, or created, maintained, or received by Systems Design West, LLC on behalf of the City of Kennewick that Systems Design West, LLC still maintains in any form. Systems Design West, LLC shall retain no copies of the PHI and PII. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this ____ day of _____, _____

Systems Design West, LLC

City of Kennewick

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Records Storage Policy

Per the following Washington RCW (Revised Code of Washington) 40.14.010 definition of public records applies to payment information obtained by Systems Design “Contractor” under the Scope of Services of the Professional Services Agreement of which the parties have hereby entered into per:

RCW 40.14.010

Definition and classification of public records.

As used in this chapter, the term "public records" shall include any paper, correspondence, completed form, bound record book, photograph, film, sound recording, map drawing, machine-readable material, compact disc meeting current industry ISO specifications, or other document, regardless of physical form or characteristics, and including such copies thereof, that have been made by or received by any agency of the state of Washington in connection with the transaction of public business, and legislative records as described in RCW [40.14.100](#).

For the purposes of this chapter, public records shall be classified as follows:

(1) Official public records shall include all original vouchers, receipts, and other documents necessary to isolate and prove the validity of every transaction relating to the receipt, use, and disposition of all public property and public income from all sources whatsoever; all agreements and contracts to which the state of Washington or any agency thereof may be a party; all fidelity, surety, and performance bonds; all claims filed against the state of Washington or any agency thereof; all records or documents required by law to be filed with or kept by any agency of the state of Washington; all legislative records as defined in RCW [40.14.100](#); and all other documents or records determined by the records committee, created in RCW [40.14.050](#), to be official public records.

Per RCW 40.14.060 these documents will be stored per the referenced code:

RCW 40.14.060

Destruction, disposition of official public records or office files and memoranda — Record retention schedules.

(1) Any destruction of official public records shall be pursuant to a schedule approved under RCW [40.14.050](#). Official public records shall not be destroyed unless:

(a) Except as provided under RCW [40.14.070](#)(2)(b), the records are six or more years old;

(b) The department of origin of the records has made a satisfactory showing to the state records

committee that the retention of the records for a minimum of six years is both unnecessary and uneconomical, particularly if lesser federal retention periods for records generated by the state under federal programs have been established; or

(c) The originals of official public records less than six years old have been copied or reproduced by any photographic or other process approved by the state archivist which accurately reproduces or forms a durable medium for so reproducing the original.

(2) Any lesser term of retention than six years must have the additional approval of the director of financial management, the state auditor and the attorney general, except when records have federal retention guidelines the state records committee may adjust the retention period accordingly. An automatic reduction of retention periods from seven to six years for official public records on record retention schedules existing on June 10, 1982, shall not be made, but the same shall be reviewed individually by the state records committee for approval or disapproval of the change to a retention period of six years.

Recommendations for the destruction or disposition of office files and memoranda shall be submitted to the records committee upon approved forms prepared by the records officer of the agency concerned and the archivist. The committee shall determine the period of time that any office files or memorandum shall be preserved and may authorize the division of archives and records management to arrange for its destruction or disposition.

Systems Design West, LLC "Contractor" a Party of the Professional Services Agreement of which this attachment is made part of agrees to administer and adhere to RCW 40.14.060 regarding all qualifying "Provider" documents including but not limited to payer records, EOBs, EFT information, ERA information related to all payment transactions.

Original patient signatures received will be scanned and stored electronically and/or the original document will be stored by the Contractor for the entire duration of the Professional Services Agreement entered into by the parties, including any future term extensions. Upon termination of the Professional Services Agreement by either party, the Patient Signature documents will be turned over to the Provider and signed for by an authorized agent of the Provider.

All other documents related to the requirements of the scope of work of the referenced Professional Services Agreement related to Patient Information that are not required to be retained by any federal, state or local laws will be stored for use either electronically or as paper documents by the contractor for a minimum of 3 years from the date of receipt and then returned to the owner party of this agreement or destroyed upon written direction of the owner.

8-07 AMBULANCE

SECTION:

8-07-010: Emergency Treatment - Determination

8-07-020: Non-Emergency Service

8-07-030: Pasco and Richland Residents

8-07-040: Third Party Billing

8-07-050: Ambulance Collection Procedures

8-07-060: Extended Credit Agreement - Form

8-07-010: Emergency Treatment - Determination: Fire Department personnel responding to the scene of a medical emergency and providing ambulance transportation will determine whether the patient requires emergency or non-emergency treatment and transportation.

8-07-020: Non-Emergency Service: Non-emergency service should be scheduled with a private ambulance provider. If a private ambulance provider is unavailable, service can be scheduled with the Fire Department. Non-emergency ambulance service shall be available to residents of the City of Kennewick only, and when private providers are unavailable.

8-07-030: Pasco and Richland Residents: Residents of the cities of Pasco and Richland are charged non-resident rates except when the call was dispatched via an automatic aid agreement. Terms of the automatic aid agreement shall apply in those situations.

8-07-040: Third Party Billing:

(1) Transportation shall be charged for the level of service provided depending upon the patient's primary residence. Rates are established by City Council.

(2) Requests for payment on behalf of patients are sent to all known insurance companies. Patients are responsible for providing insurance information to ambulance billing. The patient is responsible for any balance not paid by insurance.

(3) Billing practices are established in compliance with effective Medicare and Medicaid rules.

(4) Uncollected amounts are sent to a collection agency when all other methods of reimbursement have been denied or the patient has provided inaccurate and incomplete information preventing the City's receipt of payment from the insurance company.

(5) For transports originating at the scene of an auto accident, auto insurance will be considered primary insurance unless notified by the patient. Medical insurance is billed after auto insurance resources are exhausted.

(6) Pending litigation does not relieve the patient's responsibility to pay outstanding ambulance charges.

8-07-050: Ambulance Collection Procedures:

(1) All invoices for ambulance service are due in full and payable within 30 days of the billing date. Unpaid ambulance accounts shall become delinquent after 30 days and will be re-billed with a warning that the account may be turned over to the collection agency if it remains unpaid. The account will be billed a third and final time giving the date that it will be turned over to collection.

(2) Ambulance bills that are not paid in full, or only partially paid within the 90-day billing period will be turned over to collection.

(3) If the customer pursues a payment plan, an "Extended Credit Agreement" must be signed by the customer. This agreement will allow the customer to pay not less than \$50.00 per month until the account is paid in full. According to this agreement, if the minimum \$50.00 monthly payment is not received, the account will be turned over to the collection agency without further notice.

(4) Exceptions to this procedure must be approved by the Accounting Supervisor.

8-07-060: Extended Credit Agreement – Form:

Patient Name _____ Patient Number _____
 Call Number _____
 Date of Call _____
 Total Charges _____

I agree to pay a minimum of \$50.00 per month until the referenced ambulance call is paid in full.

Payment contract is not in effect until this form is signed and returned to the City of Kennewick with the first month's payment.

Please read the terms of this agreement carefully:

I understand that my ambulance account may be turned over to the collection agency without further notification if my payment is not received by the City of Kennewick on or before the last day of each month. If I fail to abide by these conditions, I understand that I will not be eligible for an Extended Credit Agreement in the future.

I have read and understand the terms of this agreement.

 Signature of Applicant Date

Ambulance Billing (509)585-4497 or (509)585-4557

KENNEWICK MUNICIPAL CODE
CHAPTER 9.36 - AMBULANCE SERVICES

9.36.010: - Ambulance Services Established.

- (1) There is hereby established an emergency medical and ambulance service for the use and for the health and welfare of the residents of the City of Kennewick to be operated as a public utility of the City of Kennewick.
- (2) The City Council is authorized by RCW 35.21.766 and Chapter 9 of the Kennewick Municipal Code ("KMC"), to set fees, rates and charges to support an ambulance utility and Emergency Medical Services ("EMS") and ambulance services. More specifically, RCW 35.21.766 affirms the authority of the City to establish a system of ambulance service to be operated as a public utility and provides statutory guidance in setting rates.

(Ord. 5211 Sec. 3, 2008; Ord. 2033 Sec. 1, 1977)

9.36.020: - Service to be Provided by Fire Department.

- (1) The purpose of the utility is to regulate users and providers of all ambulance services within the City, including:
 - (a) The monitoring and enforcement of industry standards as set forth in applicable chapters of the Revised Code of Washington (and the Washington Administrative Code);
 - (b) The establishment and management of protocols relating to emergency and non-emergency medical services originating in the City of Kennewick, inclusive of response and transport protocols;
 - (c) Ensuring a planned, cooperative effort between medical and transport services to benefit citizens and patients in the City of Kennewick; and
 - (d) The provision of 24-hour Advanced Life Support ("ALS") service within the City.
- (2) Incidental to the regulation of EMS, the utility is to:
 - (a) Collect the fees imposed to assist in paying for the cost of the utility authorized by this Chapter;
 - (b) Assist in paying for the particular benefits conferred upon residents and other occupants within the City; and
 - (c) Mitigate the burdens on the EMS system by the different users of the system.

(Ord. 5211 Sec. 4, 2008; Ord. 3953 Sec. 1, 2000; Ord. 2033 Sec. 2, 1977)

9.36.040: - Reciprocity.

Emergency transport shall be provided within the cities' ambulance response and mutual aid areas to any resident of the cities of Pasco and Richland under the terms of this Section provided that the patient resides in a city that provides emergency ambulance services within its response and mutual aid areas to Kennewick residents under reciprocal terms.

(Ord. 5076 Sec. 2, 2005; Ord. 3953 Sec. 3, 2000; Ord. 2082 Sec. 1, 1977)

9.36.060: - Medical Services Fund.

- (1) A Medical Services Fund has been created under KMC 3.40.173.

- (2) The City Council determines that it is in the best interests of the City and its residents to reaffirm the creation of the utility and to name such utility the "Medical Services Fund" to regulate the provision of Emergency Medical Services (EMS) and ambulance services and to address the burden on the community from demand for EMS and ambulance response and services.
- (3) The utility will regulate the delivery of EMS and non-emergency medical and ambulance services to improve those services by requiring appropriate certifications, training, equipment, staffing, response times (for emergency medical calls), and level of care; and provide EMS and ambulance services through the Kennewick Fire Department and the EMS Program.
- (4) Incidental to its regulatory purpose, the utility will provide a means to support the EMS Program through adequate funding generated by a service fee.

(Ord. 5211 Sec. 5, 2008; Ord. 3953 Sec 5, 2000)

9.36.080: - Bill for Ambulance Service.

- (1) Each person who utilizes the ambulance service ("patient") shall be billed by the City at the rates set by Resolution. The City Manager or designee shall establish a procedure to bill and collect rates for the ambulance service. Under the procedure, the City may elect to bill the patient directly or bill the patient's insurance company, and if the patient's insurance does not cover all the cost of ambulance service, bill the remaining balance to the patient directly. The City may contract with a billing service to bill and collect the rates for the ambulance service.
- (2) Each patient who is a City resident or is employed at and transported from a business within the City, shall be entitled to the resident charge conditioned upon:
 - (a) Patient supplies the City with all requested information and documentation including, but not limited to, insurance information and medical records relevant to billing for ambulance service;
 - (b) The patient assigns to the City the patient's right to receive payment from all applicable third-party payers or any other party statutorily required to pay for the support of the patient.
- (3) A patient who is not a City resident and is not employed at and transported from a place of business within the City shall be subject to a surcharge on transport services at the rate set by resolution.
- (4) All revenue received from direct billing for transport shall be allocated to offset demand costs first and then the remaining, if any, to offset availability costs.

(Ord. 5211 Sec. 6, 2008; Ord. 3853 Sec. 7, 2000)

9.36.085: - Utility Rate Setting.

- (1) The City Council finds that it is in the best interests of the citizens of the City of Kennewick that the costs of the Medical Service Fund, after deducting transport charges, be divided among Kennewick residents and occupants in the form of a service fee, consistent with accepted principles of utility rate setting, based upon a calculation of demand costs and availability costs, in accordance with RCW 35.21.766.
- (2) In accordance with RCW 35.21.766, the following cost components shall comprise the service fee:
 - (a) Availability Costs. The rates attributable to costs for availability of services shall be uniformly applied across all user classifications within the City.

- (b) Demand Costs. The City has analyzed data on emergency medical responses and determined that demand for service and service usage varies among user classifications. Based on this analysis, the City Council finds that there are distinct differences in demands placed on the utility among classifications and that different demand costs, when applicable, are attributable to and should be accordingly apportioned among each classification.
- (3) The City Council further finds that it is in the City's best interest that persons who do not pay the service fee but who receive service (including non-City residents and others) will be charged the full cost of service.
- (4) Fee Formula: A monthly service fee for the operation of the utility shall be established from time-to-time by resolution of the City Council in conformity with RCW 35.21.766. The amount of the fee shall be based upon cost of regulating ambulance services and the costs of providing ambulance utility services as determined by a cost-of-service study required by RCW 35.21.766(3). Those costs, after deducting transport charges, shall be divided among the City of Kennewick residents and other occupants based on a calculation of demand costs and availability costs, consistent with accepted principles of utility rate setting including:
 - (a) The rate attributable to availability costs of the utility shall be uniformly applied across all user classifications within the utility.
 - (b) The rate attributable to demand costs, if not offset by third party billing revenues, shall be established and billed to each user classification based on each user classification's burden on the utility.

The service fee charged by the utility shall reflect a combination of rates attributable to both the availability cost and demand cost. The resulting fees shall be assessed to identifiable user classifications. Fees shall not exceed the revenue requirements to cover the costs of the utility, as authorized by the City Council by adoption of a biennial budget and subsequent amendments.
- (5) Classifications: The monthly service fee shall be assessed on each of the following utility user classifications:
 - (a) Residential;
 - (b) Multi-family residential;
 - (c) Adult family homes and group homes;
 - (d) Assisted living facilities;
 - (e) Twenty-four-hour nursing facilities;
 - (f) Physicians clinics;
 - (g) Schools/government agencies; and
 - (h) Commercial/Business.
- (6) Collection of Monthly Utility Service Fee: The ambulance utility service fees shall be collected on a monthly or bi-monthly basis (as determined by KMC Chapter 14.07) from each owner of a residential dwelling unit (for "residential" classification and for "multi-family residences" to the extent that each unit is separately billed for utilities) and from the owner for classifications other than "residential" and separately billed "multi-family residential" units. The City Manager, or designee, shall be responsible for the billing and collection of the utility service fee.
- (7) Responsibility for Utility Service Fee: The owner of the residential and multi-family residential property and all adult residents therein shall be jointly and severally responsible and liable for the utility service fee. The owner of all other classifications shall be jointly and severally responsible and liable for the utility service fee. Notice of the utility service fee shall be sent to the applicant for water and/or sewer services at the service location, unless notarized

instructions from the property owner are received by the City requesting that the property owner be billed. In all other cases, the property owner shall be billed. In the event the utility service fee is included in the billing for water and/or sewer charges, any payments received shall be deemed to be first applied against the ambulance utility service fee.

- (8) **Service Fee Exemptions/Reductions:** Any change in occupancy or use of a parcel, or any other change in circumstance that eliminates application of an exemption from the service fee, shall immediately make the affected property subject to applicable service fee. The service fee shall become due and payable as of the date of the change in use and shall continue until the parcel again meets exemption requirements.
 - (a) Monthly and/or bi-monthly rates shall not be prorated. Initial and final charges may be prorated in accordance with the City's standard utility proration practices.
 - (b) Any customer seeking an exemption from payment of the service fee and/or conversion from covered to exempt status, must file a written certification with the Finance Director seeking a determination as to whether a specific parcel satisfies the exemption requirements set forth in this Section.
 - (c) The combined rates charged shall reflect an exemption for persons who are Medicaid eligible and reside in a nursing facility, boarding home, adult family home, or receive in-home services.
 - (d) The combined rates charged may reflect an exemption or reduction for designated classes consistent with Article VIII, Section 7 of the State Constitution, and the amounts of any such exemption or reduction shall be a general expense of the utility, and designated as an availability cost, to be spread uniformly across the utility user classifications.
- (9) **Periodic Service Fee Review:** The City Manager or designee will periodically perform financial review and analysis of the utility's revenues, expenses, indebtedness, fees and accounting, and recommend budgets, fee adjustments and financial policy. Based on such review the City Manager, or designee, shall recommend changes, amendments or additions for adoption by City Council. The total revenue generated by the rates and charges shall not exceed the total costs necessary to regulate, operate, and maintain an ambulance utility.
- (10) **Payment:** The service fee shall be collected in accordance with the utility fee collection procedures as provided for in KMC Chapter 14.07.

(Ord. 5417 Sec. 1, 2012; Ord. 5211 Sec. 10, 2008)

9.36.100: - Compliance with Medicare and Medicaid Requirements.

The base rate established shall be adjusted for persons who are Medicaid eligible and who reside in a nursing facility, boarding home, adult family home, or receive in-home services. The service fees and other fees, rates, and charges for the ambulance services authorized by this Chapter shall be construed and implemented in a manner consistent with applicable Medicare and Medicaid requirements. If any method or procedures authorized by this Chapter for the purpose of establishing, implementing, imposing or collection of charges for ambulance service is found to conflict with Medicare and Medicaid requirements, the conflicting part of this Chapter shall be inoperative to the extent of the conflict and such finding or determination shall not affect the operation of the remainder of this Chapter.

(Ord. 5211 Sec. 7, 2008; Ord. 3953 Sec. 9, 2000)

9.36.110: - Definitions.

For the purpose of this Chapter, the terms below shall have the following meaning:

- (1) *Advanced Life Support* or *ALS* means invasive emergency medical services requiring advanced medical treatment skills as defined in WAC 388-546-0001.
- (2) *Ambulance* means a ground vehicle designed and used to transport the ill and injured and to provide personnel, facilities, and equipment to treat patients before and during transportation.
- (3) *Ambulance Service* or *Ambulance Operator* means an agency, public or private, that operates one or more ambulances, responding to a 911 or aid call for service within the City, including advanced life support, basic life support, and transport services.
- (4) *Availability Costs* means those costs attributable to the basic infrastructure needed to respond to a single call for service within the utility's response criteria, including costs for dispatch, labor, training of personnel, equipment, patient care supplies, and maintenance of equipment.
- (5) *Basic Life Support* or *BLS* means noninvasive emergency medical services requiring basic medical treatment skills as defined in WAC 388-546-0001.
- (6) *Demand Costs* means those costs attributable to the burden placed on the ambulance service by individual calls for ambulance service, including costs related to frequency of calls, distances from hospitals, and other factors identified in a cost-of-service study conducted to assess burdens imposed on the utility.
- (7) *Emergency*, when used in conjunction with the ambulance service, refers to that service for which the patient is in immediate need in order to save or sustain his life, or that service which is necessary to prevent serious complications to the health or physical wellbeing of the patient.
- (8) *Emergency Medical Care* or *Emergency Medical Service* collectively "EMS" means medical treatment and care that may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ALS and BLS.
- (9) *Emergency Medical Technician* or *EMT* means a person who is authorized by the Secretary of the Department of Health to render emergency medical care pursuant to RCW 18.73.081.
- (10) *EMS Personnel* means any person who is acting on behalf of the Kennewick Fire Department and who has been certified as a paramedic or emergency medical technician.
- (11) *EMS Program* means the provision of emergency medical services by the Kennewick Fire Department.
- (12) *First Responder* means a person who is authorized by the Secretary of the Department of Health to render emergency medical care pursuant to RCW 18.73.081.
- (13) *Operating an Ambulance* means the use of any ambulance in any of the following manners:
 - (a) An ambulance stationed within the City.
 - (b) An ambulance dispatched from within or outside the Kennewick City limits which repeatedly or customarily makes trips for hire to pick up the sick or injured from within the City.
- (14) *Paramedic* means a person who is authorized by the Secretary of the Department of Health to render emergency medical care pursuant to RCW 18.71.205.
- (15) *Patient* means an individual who is sick, injured, wounded, or otherwise incapacitated or helpless.
- (16) *Person* means any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including a government agency.
- (17) *Place of Business* means a business located and operating within the City and paying a service fee under this Chapter.

- (18) *Resident* means a person who utilizes a dwelling unit inside the City as a fixed abode, and is not a guest, visitor, or other temporary inhabitant. A student who is regularly enrolled in an educational institution outside the City but who would normally and regularly be a City resident but for attendance at such educational institution, shall be deemed to reside within the City.
- (19) *Response Time* means the time from the ambulance service being notified by dispatch to arrival of the ambulance on scene.
- (20) *Service Fee* means the service fee levied by the utility upon residents and occupants within the boundaries of the City.
- (21) *System* means the entire system of ambulance services provided by the utility or over which the utility has regulatory control by virtue of contract, franchise, or other service agreement or arrangement legally recognized by the City.
- (22) *Utility* means the City of Kennewick, Washington Emergency Medical and Ambulance Service Utility, including, without limitation, all equipment, employees, agents, supplies, overhead, and other associated costs incurred to deliver all regulatory and ambulance services.

(Ord. 5211 Sec. 8, 2008; Ord. 3953 Sec. 9, 2000)

9.36.120: - Business License and Ambulance Service Permit Required.

A person or entity may not conduct or operate an ambulance service within the City without first obtaining from the City both a business license under KMC Chapter 6 and an ambulance service permit pursuant to this Chapter. Applications for an ambulance service permit must be made in writing to the Fire Chief on forms specified by the Department. The Fire Chief shall not issue an ambulance service permit unless the applicant has fulfilled all requirements of this Chapter and any applicable provisions of State laws and regulations relating to ambulance service personnel, equipment, and operations.

(Ord. 5211 Sec. 11, 2008)

9.36.130: - Term of Ambulance Service Permit.

Any ambulance service permit issued hereunder shall be for the calendar year, unless suspended or revoked pursuant to this Chapter. Such ambulance service permit may be renewed for each calendar year upon filing and approval of permit application in accordance with Section 9.36.120 of this Chapter and payment of the annual permit fee required by Section 9.36.140.

(Ord. 5211 Sec. 12, 2008)

9.36.140: - Annual Ambulance Permit Fee.

At the time the ambulance service permit application and any subsequent permit renewal application is filed with the Fire Chief, the applicant shall pay a fee to the City to cover the cost of processing the application. The permit fee shall be established by resolution.

(Ord. 5211 Sec. 13, 2008)

9.36.150: - Conditions of Ambulance Service.

An initial application and any subsequent renewal application for an ambulance service permit shall be filed with the Fire Chief and shall be made on forms provided by the department and shall contain the following information and documents:

- (1) Name, address and telephone number of the applicant. The agency administrator's name and contact number(s) must be kept current. Any change(s) must be conveyed to the department within five working days.
- (2) Business name under which the ambulance service shall operate within the City.
- (3) The number of ambulances to be initially placed in service within the City.
- (4) The number of certified EMTs initially to be employed.
- (5) A roster of all ambulances to be used in the City with proof that each ambulance is currently licensed as an ambulance by the State of Washington.
- (6) A roster of all certified EMTs with proof that each EMT is currently certified by the State of Washington, including the certification level and expiration date.
- (7) Proof that ambulances and personnel are verified trauma providers as provided in WAC Chapter 246-976 as now or hereafter amended, as applicable.
- (8) Proof of insurance.

Prior to the issuance of the ambulance service permit, the application and all necessary records and documents shall be reviewed and all equipment proposed for use shall be inspected by the Fire Chief, or his/her designee, who shall determine whether said records, documents, and equipment conform to the requirements of this Chapter, and any rules or regulations referenced herein or issued hereunder. Upon approval of the application, the Fire Chief shall issue an ambulance service permit to the applicant.

(Ord. 5211 Sec. 14, 2008)

9.36.160: - Exhibition of License Required.

For each ambulance provider permitted pursuant to the terms of this Chapter, a business license or a reasonable facsimile thereof shall be prominently displayed at the place of business, and produced upon request.

(Ord. 5211 Sec. 15, 2008)

9.36.170: - Severability.

If any provisions of this Chapter or its application to any person or circumstances is held invalid, the remainder of this Chapter or the application of the provision to other persons or circumstances is not affected, and to this end, the provisions of this Chapter are declared to be severable.

(Ord. 5211 Sec. 9, 2008; Ord. 3953 Sec. 11, 2000)

CITY OF KENNEWICK
RESOLUTION NO 17-29

A RESOLUTION RELATING TO THE AMBULANCE UTILITY AND
ESTABLISHING FEES FOR THE AMBULANCE TRANSPORT SERVICE
AND ESTABLISHING THE AMBULANCE UTILITY RATES

WHEREAS, the City of Kennewick has maintained an ambulance service as a utility to provide emergency and non-emergency medical transport services through the Kennewick Fire Department since 1977; and

WHEREAS, the City of Kennewick ambulance service was previously funded in part by an ambulance service fee which was invalidated by the Washington State Supreme Court in May, 2004; and

WHEREAS, the Washington State legislature, by enactment of RCW 35.21.766, reaffirmed the City's authority to establish a system of ambulance services to be operated as a public utility and provided statutory guidance in setting rates for such services and assessing a portion of the costs for those services to all the taxpayers of the City of Kennewick; and

WHEREAS, the legislature has determined that ambulance and emergency medical services are essential services and the availability of these services are vital to preserving and promoting the health, safety, and welfare of the citizens of the City of Kennewick, and finding that all medical services, and survival rates can be increased when these services are available, adequately funded and appropriately regulated; and

WHEREAS, the legislature's explicit intent in enacting this authorization is to recognize local jurisdiction's ability and authority to collect utility service charges to fund ambulance and emergency medical service systems that are based, at least in some part, upon a charge for the availability of those services; and

WHEREAS, the City Council determined it to be in the best interest to implement an ambulance service utility as authorized by law and as adopted by Ordinance No. 5211 on January 15, 2008, which established an ambulance utility in conformity with State Law (RCW 35.21.766); and

WHEREAS, the City of Kennewick conducted a cost of service study for ambulance and emergency medical services and presented the results of this study to the Council at a meeting on November 22, 2016; and

WHEREAS, it is the City Council's intention that the monthly ambulance charge be increased from \$7.78 to \$9.19 effective January 1, 2018, and by \$1.25 plus one hundred percent (100%) of any change from the Consumer Price Index (U.S. Cities – Urban Wage earners and Clerical Workers – CPI-W) for the previous October, or other comparable index if not published each January 1st thereafter through January 1, 2021; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON, AS FOLLOWS:

Section 1. The following fees shall be levied and collected from all persons, businesses, and industries served by the Emergency Medical and Ambulance Services, for services received:

- A. Resident Fees. Fees charged to Kennewick businesses and citizens including citizens of cities providing ambulance response under reciprocal terms are as follows:
 - (1) Emergency ambulance service \$660.00 plus \$10.00 per mile transport fee.
 - (2) Non-emergency ambulance service \$660.00 plus \$10.00 per mile transport fee.
- B. Non-Resident Fees. Fees charged to persons whose primary residence is outside the city boundaries are as follows:
 - (1) Emergency ambulance service \$990.00 plus \$10.00 per mile transport fee.
 - (2) Non-emergency ambulance service \$990.00 plus \$10.00 per mile transport fee.
- C. Non-Emergency Service. Non-emergency service should be scheduled with a private ambulance provider. If a private ambulance provider is unavailable, service can be scheduled with the Fire Department. Non-emergency ambulance service shall be available to residents of the City of Kennewick only, and when private providers are unavailable.

Section 2. The following utility rate shall be levied and collected from each owner of a residential dwelling unit (for residential” classification and for “multi-family residences” to the extent that each unit is separately billed for utilities) and from the owner for classifications other than “residential” and separately billed “multi-family residential” units as follows:

Effective January 1, 2018:

- A. Residential - \$9.19 per month/\$110.28 per year – per unit;
- B. Multi-family residential - \$9.19 per month/\$110.28 per year – per unit;
- C. Adult family homes and group homes - \$9.19 per month/\$110.28 per year – per facility;
- D. Assisted living facilities - \$9.19 per month/\$110.28 per year – per unit;
- E. 24-hour nursing facilities - \$9.19 per month/\$110.28 per year – per unit;
- F. Physicians clinics - \$9.19 per month/\$110.28 per year – per facility;
- G. Schools/government agencies - \$9.19 per month/\$110.28 per year – per facility;
- H. Commercial/Business - \$9.19 per month/\$110.28 per year – per unit.

Effective January 1, 2019, January 1, 2020, and January 1, 2021, rates in each classification shall be increased by \$1.25 per month, plus the applicable change to the Consumer Price Index pursuant to Section 3.

Section 3. Effective beginning with rates that will be in effect on January 1, 2019, the utility rates (identified in Section 2 above) shall be indexed annually by the Treasurer to reflect up to one hundred percent (100%) of any change from the Consumer Price Index (U.S. Cities – Urban Wage earners and Clerical Workers – CPI-W) for the previous October, or other comparable index if not published. The Treasurer shall adjust the fees and publish them each December to

take effect on services billed after the beginning of each year and all utility bills mailed after the first of each year. In no event shall the cumulative change in rates be less than zero percent (0%) nor more than four percent (4%) per year nor may the change in any given year be less than zero percent (0%), nor more than four percent (4%). This automatic CPI increase will be assessed only after an annual cost of service study update has been completed and the study warrants the increase.

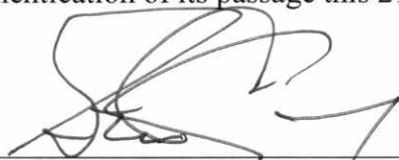
Section 4. At the time the ambulance service permit application and any subsequent permit renewal application is filed with the Fire Chief, the applicant shall pay a fee to the City to cover the cost of processing the application. The permit fee shall be twenty-five dollars (\$25.00).

Section 5. Resolution No. 14-39 is hereby repealed.

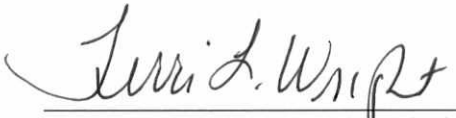
Section 6. This resolution shall be in effect beginning the first billing after January 1, 2018, or thereafter.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK WASHINGTON this 21st day of November, 2017, and signed in authentication of its passage this 21st day of November, 2017.

Attest:



STEVE C. YOUNG, Mayor



TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 17-29 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 22nd day of November, 2017.

Approved as to Form:



LISA BEATON, City Attorney



TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	09/15/2020	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	KPMA Collective Bargaining Agreement				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

Staff recommends that City Council approve and authorize the Mayor and City Manager to sign the proposed 2020-2022 collective bargaining agreement between the City of Kennewick and the Kennewick Police Management Association.

Motion for Consideration

I move that City Council approve and authorize the Mayor and City Manager to sign the proposed 2020-2022 collective bargaining agreement between the City of Kennewick and the Kennewick Police Management Association.

Summary

The previous collective bargaining agreement between the City and the KPMA expired on December 31, 2019. The parties have reached a tentative agreement on a successor contract with the following economic terms:

Term of agreement: three years, from January 1, 2020 (retroactive) to December 31, 2022.

Base wages: 2.55% increase in base wages on January 1, 2020 (retroactive), and 2.5% increases on January 1, 2021 and January 1, 2022 (carried forward from the KPOBA contract).

Holiday pay: employees will receive 144 hours of holiday pay annually (12 hours per defined holiday) to equalize employee salary regardless of shift schedule.

Health insurance: employees will contribute an additional \$10 per month to health insurance premiums in 2021 and an additional \$20 per month in 2022.

Hire-In Sergeant Wage: newly appointed Sergeants will begin at the regular Sergeant rate of pay.

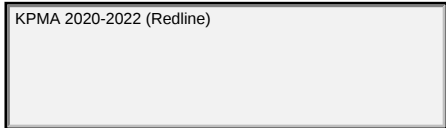
Fitness Incentive: employees will have the ability to earn the fitness incentive twice per calendar year.

Alternatives

None recommended.

Fiscal Impact

The total projected economic impact is within the revised parameters presented to City Council on September 8, 2020 and those used to generate the City's 2019/2020 adopted budget as approved by City Council.

Through	Corey Osborn Sep 09, 12:51:38 GMT-0700 2020	Attachments: 
Dept Head Approval	Dan Legard Sep 09, 13:51:49 GMT-0700 2020	
City Mgr Approval	Marie Mosley Sep 10, 16:32:11 GMT-0700 2020	
		☐ Recording Required?

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE KENNEWICK POLICE MANAGEMENT ASSOCIATION
AND
THE CITY OF KENNEWICK, WASHINGTON
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

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PREAMBLE

The provisions contained herein constitute an agreement between the City of Kennewick and the Kennewick Management Association governing wages, hours and working conditions. Unless expressly provided herein, the provisions of this Agreement shall be effective January 1, 2020.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Association" means the Kennewick Police Management Association.
- C. "Employee" means a permanent full time employee in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Command Personnel" means the Chief of Police and Police Commanders.
- E. "Supervisory Personnel" means Sergeants and Corporals.
- F. "Bargaining Unit" as used herein shall include all full-time Sergeants and Corporals of the Kennewick Police Department.
- G. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- H. "Department" means the Kennewick Police Department.
- I. "Vacation/Annual Leave" means scheduled work days on which a full time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.

ARTICLE 2 – RECOGNITION

Section 2.1. Recognition. The employer recognizes the Association as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article I, subparagraph "F") for the purpose of establishing wages, hours and working conditions.

ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 3.1. Employer Rights. Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer, unless otherwise provided by the terms of this Agreement.

The Association recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers.
2. That the Employer reserves those rights concerning management and operation of the Department which includes, but are not limited to the following:
 - a. To recruit, assign, transfer or promote members to positions within the Department.
 - b. To suspend, demote, discharge or take other disciplinary action against members for just cause.
 - c. To determine methods, means and personnel necessary for Departmental operations.
 - d. To control the Department Budget.
 - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.

ARTICLE 4 – PERFORMANCE OF DUTY

Section 4.1. Productivity. The Employer and the Association shall work together to meet the production requirements of the City; to provide the public with efficient and courteous service; to encourage good attendance of employees on regular duty; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote employee training and development.

Section 4.2. Strike Prohibition. Employees shall perform their assigned duties to the best of their physical and mental ability. The Association and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work or any interference with the efficient operation of the Department.

Section 4.3. Lock Out Prohibition. Because of the emergency nature of Police Services, and the necessity for protection of the lives and property of the community, the City pledges not to cause a lockout of members of the Bargaining Unit.

Section 4.4. Recourse. An employee who engages in any of the actions described in Section 4.2 above shall be subject to disciplinary actions as may be determined by the City, including the loss of one (1) day of annual leave for each day the employee engages in such activity. In addition, employees who engage or encourage such action shall be subject to discipline or discharge.

ARTICLE 5 – HOURS OF WORK

Section 5.1. Work Shifts. The normal work day shall consist of eight (8), nine (9), ten (10) or twelve (12) hours of work in a twenty-four (24) hour period, including mealtime, as set forth below. Work hours may be adjusted in the event of declared emergencies.

- (a) Employees assigned to the Patrol Division will work eighty four (84) hours bi-weekly, with a schedule consisting of three (3) days on, two (2) days off and two (2) days on followed by three (3) days off, two (2) days on and two (2) days off. This rotation will repeat every two (2) weeks.
- (b) Employees assigned to the Metro and Violent Crimes Divisions and the Criminal Apprehension Team will work a 40-hour work week consisting of four (4) 10-hour shifts, with three (3) days off.
- (c) All other employees will work a compressed 2-week schedule consisting of four (4) 9-hour work shifts, one (1) 8-hour work shift and two (2) days off followed by four (4) 9-hour work shifts and three (3) days off. This rotation will repeat every two (2) weeks.

Section 5.2. Work Periods. Unless otherwise agreed by the parties, the work period shall consist of a fourteen (14) consecutive day period

Section 5.3. Breaks and Meal Periods. Time for work breaks and lunch will total one and one quarter (1/4) hours per ten (10) hour shift and will be taken in increments not larger than forty-five (45) minutes.

Section 5.4. Shift Trades. Subject to the prior approval of the Chief or his authorized designee, employees may make temporary shift trades provided, however, that the department shall incur no overtime liability resulting therefrom.

Section 5.5. Line Up. Patrol Sergeants shall begin their work thirty (30) minutes prior to the beginning of their scheduled shift in order to prepare for the daily briefing. The thirty (30) minutes of preparation time will be paid as compensatory time at the rate of one and one half (1 ½) times the straight rate of pay.

When the Patrol Sergeant is absent and the Patrol Corporal is in control of the shift, he/she shall follow the same procedure noted above.

Section 5.6. Shift Assignments. Shift assignments for dayshift and nightshift will be made for four (4) month periods, with mandatory rotation after the completion of each four (4) month assignment. Shift assignments to swing shift will be determined by request of the member and priority will be given to the member with most seniority in grade. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payments.

Section 5.7. Work Schedules. The City shall prepare and post an annual work schedule no later than December 15 of each year.

Section 5.8. Shift Rotation. Dayshift and nightshift Patrol shifts will rotate on a four (4) month basis. The duration of swing assignments shall be for a period of one year, at which time all members may request swing shift for the following year.

Section 5.9. Training Days. Each calendar year, the City shall schedule ~~six-five~~ (65) training days consisting of eight (8) hours each. Members must attend three (3) training days unless excused in advance by the Division Commander. The specific training days shall be identified no less than thirty (30) days in advance in order to provide members with adequate time to make provisional arrangements; this notice requirement may be waived by mutual agreement of the Department and the members. In additional, the Department must provide members with at least thirty (30) days' notice if members' attendance at a particular training day is determined by the Department to be mandatory. The start time of these training days shall be scheduled by mutual agreement of the parties.

- (a) Patrol Division: Members working 12-hour schedules will attend training on their scheduled days off and shall receive eight (8) hours of compensatory time or overtime for at the rate of one and one-half (1 ½) times the employee's straight time rate of pay. Members working 8-, 9- or 10-hour schedules will attend training during their normal work hours at their normal rate of pay. Trainers will be compensated in the same manner as those members being trained.

In order to accommodate the current four patrol shift structure, trainers may be required to train up to twelve (12) days each calendar year. Any adjustments to normal work schedules due to the training schedule will be made no less than thirty (30) days in advance or by mutual agreement of the Department and the affected members.

- (b) Non-Patrol Division: Members not assigned to the Patrol Division shall identify three (3) of the scheduled training days to attend and will adjust their work hours on the dates of those trainings. The adjusted work hours will be the hours of the entire chosen training. Overtime or compensatory time will only be approved by a Division Commander if there is an identified need to report to work either prior to or following the identified training. In such an event, members will receive compensatory time or overtime for the hours worked prior to or following the identified training at the rate of one and one-half (1 ½) times the employee's straight time rate of pay.

Members may be excused from the requirement to attend three (3) training days if the member has already attended, or is scheduled to attend, a minimum of twenty-four (24) hours of approved training during the same calendar year, and if the member is granted approval from his or her supervisor. However, the member shall be required to attend those training days identified by the department as mandatory, including but not limited to department qualification and state-mandated classes. Exceptions to this policy shall not be made without the approval of a Division Commander.

If a member elects to attend additional training on a day other than the three (3) identified days, the member shall report to work for his or her normal work hours and will receive compensatory time or overtime if the training exceeds the work hours of his or her normal work hours. The member may alternately adjust his or her regular work hours to accommodate the training with supervisor pre-approval.

Each officer will be required to attend a combination of training days and outside training to ensure that he or she received the state-mandated number of hours of training each year. If the state-mandated number of hours changes during any year of this contract, the parties agree to reopen this section for further negotiations.

ARTICLE 6 – OVERTIME

Section 6.1. Daily and Weekly Overtime. All work which has been specifically authorized by a supervisor is performed in excess of the employee's regular work day or which has been performed outside the employees regularly scheduled shift shall constitute overtime.

Section 6.2. Overtime Compensation. Overtime hours shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay or the employee may, at his/her option, elect to earn compensatory time in lieu of overtime pay as provided in Section 6.3 of this Article. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payment. No overtime shall be paid or compensatory time earned for work less than eight (8) minutes either before or after an employee's shift.

Section 6.3. Compensatory Time.

1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rate and, where paid, will be paid at the straight time rate. No more than one hundred sixty (160) hours of compensatory time may be earned or carried over to the next year.
2. With reasonable notice, an employee's request for the use of compensatory time off may not be denied unless granting the request would result in undue disruption to the City. "Reasonable notice" shall be defined as at least seven (7) days notice of the intent to use compensatory time off. For compensatory time off requests on an approved "blackout date", "reasonable notice" shall be defined as at least fourteen (14) days' notice of the intended use of compensatory time off. If the City would not be required to fill in for the absent employee with another employee on an overtime basis, "reasonable notice" can be less than seven (7) days notice.
3. When an employee reaches one hundred sixty (160) hours of accumulated compensatory time, the employee will then have forty (40) hours converted into the Medical Savings Trust and contributed to the Trust. Such amounts will be contributed with the next regular payroll remittance process. No more than forty (40) hours of accumulated compensatory time will be transferred into the Medical Savings Trust during any one calendar year. Employees who convert accrued compensatory time into their Medical Savings Trust pursuant to this provision may not cash out compensatory time pursuant to Section 6.3(4) during the same calendar year.
4. Employees may convert up to eighty (80) hours of accrued compensatory time to cash on April 1st or August 1st of each calendar year, provided that the employee provides the City with no less than thirty (30) days' notice of the intent to cash out compensatory time. Employees may use this cash provision twice per year, but may not exceed eighty (80) hours during any calendar year. Employees who cash out accrued compensatory time pursuant to this provision may not convert compensatory time into their Medical Savings Trust pursuant to Section 6.3(3) during the same calendar year.

5. When an employee is separated from employment with the City for any reason, the employee's accrued compensatory time may be cashed out in full.

ARTICLE 7 – DUTY AND COURT CALL-BACK

Section 7.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty or to court must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance for the call back occur less than one hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the regular or overtime rate, as appropriate, and shall not be subject to the call back minimums provided herein.

Section 7.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will receive overtime pay for actual hours worked and will be guaranteed a minimum of three (3) hours pay at the overtime rate.

Section 7.3. Court Call Back. If called to Court outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will be paid at the overtime rate for actual hours worked and will be guaranteed a minimum of three (3) hours paid at the overtime rate. For purposes of this Article, an employee is entitled to Court callback pay only if requested to appear in Court to fulfill responsibilities that arise from their employment with the City.

Section 7.4. Court Cancellation. Employees shall be entitled to receive the court callback minimums specified in Section 7.3 above even if the court appearance is canceled provided:

1. The employee calls the individual designated by the Employer to verify the court appearance on the last scheduled normal work day preceding the court appearance; and
2. The City fails to notify the employee at least one (1) hour before the scheduled court appearance. Cancellation notice shall be actual notice to the employee either orally or in writing, or a good faith effort to contact the employee.

Section 7.5. On-Call Status for Detective Sergeants/Corporals. A Detective Sergeant/Detective Corporal who is in an on-call status as approved by the Department shall receive one (1) hour of comp time for each day they are in an on-call status. If the on-call Detective Sergeant/Detective Corporal is called to duty, he/she shall not receive the one (1) hour of comp time. Nothing in this Section shall guarantee that the on-call Detective Sergeant/Detective Corporal will be the one called in.

ARTICLE 8 – MONTHLY SALARIES

Section 8.1. Step Advance. Salaries are to be paid in the same manner as now in use by the Payroll Section of the Employer. ~~In service raises will be granted on the employee's anniversary date, provided the employee satisfactorily performs the duties and responsibilities of his or her position.~~

Section 8.2. Salaries. ~~Effective January 1, 2014, the wages of top step Corporals shall be set at 7.5% above the base wage of Master Police Officer, and the wages of top step Sergeants shall be set at 9.5% above the base wage of top step Corporal. Effective January 1, 2015, t~~he wages of top step Corporals shall be set at 8% above the base wage of Master Police Officer, and the wages of top step Sergeants shall be set at 9.5% above the base wage of top step Corporal.

Section 8.3. Annual Supplemental Pay. ~~Corporals and Sergeants shall receive one thousand five hundred dollars (\$1,500.00) of annual supplemental pay during each year of the contract, to be paid to employees during the first payroll remittance process of each calendar year.~~

Section 8.34. Deferred Compensation. ~~Effective January 1, 2018, t~~he City shall contribute five percent (5%) of the employee's regular salary to the employee's deferred compensation plan offered by the City. ~~The parties agree that the City shall continue to contribute four and one-half percent (4.5%) through December 31, 2017 to offset a previously identified overpayment.~~

The City will add the ability for employees to make Roth IRA contributions. The City shall not incur any administrative costs or fees, and shall not make any contributions to employees' Roth IRA plans. In its role as the plan sponsor for both plans, the City shall determine all elective features and conditions associated with the loan provision.

Section 8.45. Overpayments. When an overpayment is made to an employee, recovery of the overpayment by the City shall be made at the same rate as the overpayment. However, if an employee terminates prior to full repayment, the total unpaid amount will be withheld from the employee's final paycheck.

Section 8.56. Bi-Weekly Payroll. The City may, after giving sixty (60) days notice, institute a bi-weekly payroll.

Section 8.67. Bilingual Skills. A sergeant or corporal with a Bachelor's degree in Spanish, or meeting a joint Association/City-approved certification test for Spanish, will receive an additional three percent (3%) per month over base pay.

Section 8.78. Physical Fitness. ~~A sergeant or corporal~~ Members who demonstrates an exceptional level of physical fitness will receive an additional half of one percent (0.5%) of top step corporal or top step sergeant, respectively. Members may earn this physical fitness incentive up to two times per year.

In order to demonstrate an exceptional level of physical fitness, members may voluntarily take a V.02 test that requires members to row their best two thousand (2000) meters for time. The V.02 test will be administered ~~once in 2017 and~~ twice annually ~~thereafter~~. Members who successfully complete this test at or above the 70th percentile based on their age, weight, and gender will receive a once-annual payment in a separate check during the next payroll remittance process following successful completion of the test. Additional details and resources regarding the V.02 test, a detailed example of which has been developed and adopted by the Texas Department of Public Safety, can be found at the following website URL and are incorporated herein by reference:
<https://www.dps.texas.gov/ETR/concept2RwrTstngTrng.htm>.

ARTICLE 9 – CLOTHING AND EQUIPMENT

Section 9.1. Clothing Purchase/Maintenance Allowance. Employees will receive an allowance for uniform/equipment purchase and maintenance, and for practice ammunition, in the amount of \$1,500 per employee per year. Employees will receive the allowance payment on a separate check on the second claims run of January each year.

The City will provide patches, chevrons, etc. The placement of these items on the employee's uniform will be the responsibility of the employee subject to the maintenance allowance.

Employees assigned to motorcycles will participate in the quartermaster system. A separate amount, equal to 50% of the uniform/equipment allowance above, will be paid on a separate check on the second claims run of January each year.

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms/equipment, and shall submit all receipt to the KPMA Treasurer by December 1 of each year. The KPMA shall sort the receipts by member and submit an accounting for each member to the City of Kennewick designee by December 10 of each year. Members who do not provide receipts for appropriate expenses totaling the full amount of their allowance each year shall have the difference deducted from their December 20 payroll check.

~~Employees will not receive a clothing purchase/maintenance allowance or a practice-ammunition allowance. Employees will continue to be responsible for the purchase and maintenance of all clothing, including trousers, shirts, shoes, jackets, neckties, hats and other articles of clothing/equipment as agreed to by the Chief. Employees will continue to maintain a presentable appearance while on duty.~~

~~If the parties recognize a need for a clothing purchase/maintenance allowance or a practice-ammunition allowance at some point in the future, such allowance will be funded by reducing employee compensation by an amount equal to the agreed-upon allowance. Accordingly, the parties agree that the City will not incur any increase in net cost as a result of any allowance.~~

Section 9.2. Equipment/Patrol Rifle. Employees may choose to utilize uniform/equipment purchase allowance as outlined in Section 9.1 to purchase a patrol rifle once every four years. Rifles purchased for the purpose of duty or training use shall meet the specifications outlined in Departmental Guidelines.

Each patrol rifle shall be considered the property of the member, and the member shall be solely responsible for maintaining the rifle as he or she would maintain other personally assigned work equipment.

Section 9.3. Replacement. If equipment and/or clothing provided by the City or the duty weapon provided by the employee is lost, stolen, destroyed or damaged in the line of duty without neglect on the part of the employee, it will be replaced by the Employer without recrimination, cost or charge to the employee.

Section 9.4. Safety. Clothing and equipment provided by the employer shall be purchased and

maintained with due regard to employee health and safety. When necessary, the City agrees to update and renew all body armor to maintain the safety of the officers.

Section 9.5. Personal Items. Wristwatches, prescription eye glasses and contacts damaged in the line of duty, without fault or negligence by the employee, shall be repaired or replaced by the City subject to the maximum dollar limitations specified below; provided that such repair or replacement is not otherwise covered by other applicable insurance policies or provisions that pay a greater amount. If the City repairs or replaces the item under this Section, monies received from other insurance policies or provisions shall be turned over to the City to the extent of the City's cost. Falsification of such requests shall constitute just cause for termination.

Limitations:

Prescription glasses and contacts	\$150.00
Wristwatches	\$ 50.00

ARTICLE 10 – HOLIDAYS

Section 10.1. Holidays Recognized. The following, and such other days as the City Council by ordinance may fix, are official holidays:

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Birthday	3 rd Monday in January
3.	President's Day	3 rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 st Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	4 th Thursday in November
9.	Day after Thanksgiving Day	
10.	Christmas Day	December 25
11.	Floating Holiday	As Scheduled Below
12.	Floating Holiday	As Scheduled Below

The floating holidays shall accrue on February 1 of each year. If any holidays fall during the time an officer is at the Basic Academy, as a student or instructor, and the officer receives the day off from the Academy, the officer shall not receive compensation as set forth in Section 11.4 for the holiday. Employees have the option to utilize earned floating holiday(s) to care for themselves, child(ren), or a seriously ill family member, including spouse, parents, parent-in-law, grandparents, and adult child(ren) with disabilities, as allowed in RCW 49.12.265-49.12.295.

Section 10.2. Annual Leave/Holiday Overlap. Holidays that fall during an employee's pre-approved annual leave shall be counted as holidays for the purpose of tabulating use of annual leave. The holiday shall not be counted as annual leave taken.

Section 10.3. Holiday Pay. Due to the nature of bargaining unit work, Employees will not receive holidays off with pay and will continue to report to work on any holidays that fall on scheduled workdays. Instead, Employees will receive twelve (12) hours of straight time pay for each holiday recognized in Section 10.1 that occurs while employed with the City and in paid status. The City will issue checks for holiday pay in one lump sum payment in a separate check during the first payroll process in December.

Employees who wish to take a holiday off work must submit a request for annual leave, Kelly time, or compensatory time as outlined in this agreement.

~~Employees shall be compensated for holidays in accordance with the following provisions:~~

~~Holidays are not recognized for employees working eight (8), nine (9), ten (10) or twelve (12) hour shifts. In lieu of these holidays, employee's working eight (8), nine (9), ten (10), or twelve (12) hour shifts will receive holiday compensation at the straight time rate of pay for all holidays that fall during the time they are employed. Employees will receive payment on a~~

~~separate check on the first pay period in December. Payment will be based on the type of shift they worked when each holiday was recognized. For example, a patrol officer that works patrol the first half of the year and then becomes a detective for the second half of the year would get six (6) holidays at twelve (12) hours each and the remaining six (6) holidays would be at the eight (8) hour shift rate. This will only apply to holidays that are earned while employed with the City.~~

~~An employee wishing to take a holiday off will need to use annual leave, compensatory time or Kelly time in place of the day off.~~

ARTICLE 11 – ANNUAL LEAVE

Section 11.1. Accrual/Eligibility. In lieu of separate vacation and sick leave accruals, each full time employee shall accrue annual leave as set forth below, based on his or her continuous length of service accumulated as of the most recent anniversary date of employment:

<u>Service</u>	<u>Accrual Effective 1/1/2011</u>
1 through 5 years	15 hours per month
6 through 9 years	17 hours per month
10 through 14 years	19 hours per month
15 through 19 years	21 hours per month
20 through 24 years	23 hours per month
25 years and over	25 hours per month

An employee shall not be eligible for annual leave until he has worked for the Employer a minimum of six (6) calendar months from his most recent date of employment.

Section 11.2. ~~Accrual Maximum/Mandatory Use Carryover~~Maximum Annual Carryover.
Annual leave may be accumulated up to a maximum of 640 hours. Employees will accrue annual leave as described above without any maximum limit. However, employees will only carry over a maximum of 640 hours of annual leave each year. For the purpose of this policy, the “year” will be defined as the period of time from April 1 through March 31. Each year at the end of the March 31 pay period, Employees will lose any hours in excess of 640 hours of annual leave.

Section 11.3. Accrual Cash-Out.

1. Upon termination for any reason, an employee shall receive a sum of money equal to the number of accrued and unused annual leave hours, up to a maximum of 560 hours, multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee quits, annual leave accrual cash out is available only if the employee has given two weeks' advanced notice of quitting. No prior notice is required if the employee is terminated for just cause or is asked to resign.
2. Upon the death of an employee, the accrued annual leave pay of the deceased employee shall be paid, at the rate described above in this Section, to the same individual to who is paid the accrued wages.
3. Officers who reach six hundred and forty (640) hours of accumulated leave will then have eighty (80) hours converted into the Medical Savings Trust and contributed to the Trust. Such amounts will be contributed with the next regular payroll remittance process. No more than eighty (80) hours of accumulated annual leave time will be transferred to the Medical Savings Trust during any particular calendar year.

Section 11.4. Annual Leave Scheduling/Preference. Employees shall be permitted to request to use their annual leave days in either single or split blocks of time. Employees shall have the right to determine annual leave scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief manpower as determined by the Chief. Annual leave requests received before January 31 of each calendar year shall be honored on a seniority preference basis. Where two or more employees request overlapping annual leave schedules, preference will be given to the most senior employee, provided the senior employee's request was received by January 31. Each employee will be permitted to exercise his right of seniority preference only once annually and for only one annual leave time-block. Any requests for annual leave following January 31 shall be granted on a first-come, first-served basis.

If an employee has submitted a request to use forty (40) consecutive hours or more of annual leave time and qualifies for an open annual leave slot pursuant to the terms of this article, the City shall approve or deny the annual leave request within seven (7) calendar days of the submission of the request.

Section 11.5. Leave Expansions. Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access annual leave for the purposes mentioned herein is as outlined in Section 11.4.

Section 11.6. Seniority. For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a commissioned officer in the Department.

Section 11.7. Seniority-in-Grade. For the purpose of shift assignments, seniority-in-grade shall be defined as the length of unbroken time in grade.

Section 11.8. Blackout Dates. The parties will discuss and approve blackout dates prior to January 1 of each calendar year. The required staffing levels between noon and midnight will be twelve (12) on any agreed-upon blackout dates.

ARTICLE 12 – SICK LEAVE

Section 12.1. LEOFF I Employees. Effective January 1, 1974, LEOFF I employees shall cease to accrue sick leave in favor of coverage available under the disability portion of the LEOFF System. Any bona fide short-term illness by LEOFF I employees resulting in absence from work shall be grounds for application to the Disability Board for short-term disability coverage.

Section 12.2. LEOFF II Employees. Effective May 1, 2000, LEOFF II employees shall cease to accrue sick leave in favor of a combined annual leave program addressed in Article 11. Employees may use accrued annual leave or, if available, may use prior accrued sick leave in accordance with the conditions set forth in Section 12.3.

Section 12.3. Sick Leave Use. In order to be granted paid annual leave, or utilize prior accrued sick leave, an employee must meet the following conditions:

1. Report to Police Chief or the Officer in charge the reason for the absence. Sick report must be made not later than thirty (30) minutes before beginning of the scheduled work shift.
2. Keep the Chief or the Officer in charge informed of his condition if the absence is to be more than one (1) shift in duration.
3. The City shall be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination or nursing visit to verify the illness. The expense of such medical examination or nursing visit shall be paid by the City.
4. Sick leave will not be used in connection with a disability retirement.
5. Any employee found to have abused or misused sick or annual leave may thereupon be subject to discipline or discharge.
6. As of May 1, 2000, employees will be allowed to utilize the “frozen” accrued sick leave prior to using “annual leave” for time off when they are sick. It will be the employee’s responsibility to correctly annotate the use of the accrued sick leave on their time cards.

Section 12.4. Sick Leave Expanded. Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access sick leave for the purposes mentioned herein is as outlined in 12.3 of this Article.

Section 12.5. Catastrophic Leave. Officers shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated annual leave during any given fiscal year to another officer (or officers) who has no accumulated sick or annual leave hours, but who is otherwise eligible to take paid sick or annual leave. These transferred annual leave hours shall be converted, on a one-for-one (1:1) ratio, to certified annual leave hours, and once they are transferred and converted, such annual leave shall not be refundable to the officer making the transfer. Any officer may receive such transferred annual leave hours from any number of officers provided, however, that the officer may not receive more converted annual leave hours than he or she actually needs to cover a current period of annual leave absence, and such converted annual leave hours may only be used for "certified" sick leave absence.

An employee may not receive more than three hundred and fifty (350) hours of converted leave for any one illness or injury. For worker's compensation purposes, leave can only be utilized if the combined balance of the employee's annual and sick leave accounts is less than forty (40) hours.

Catastrophic leave is only available for injuries or illnesses of the employee.

ARTICLE 13 – INSURANCE COVERAGE

Section 13.1. Medical Coverage. Employees covered by this Agreement shall be insured by a medical insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. ~~Through December 31, 2017, employees shall have a choice of the Asuris HealthFirst \$0 deductible plan or the Group Health \$10 co-pay plan. Effective January 1, 2018, e~~Employees shall have a choice of the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. ~~Effective 1/1/2017, e~~Employees will contribute toward medical insurance premium costs as follows:

	Single	Married	Married w/Dependent(s)
01/01/ <u>20</u>	\$140.00	\$150.00	\$160.00
<u>01/01/21</u>	<u>\$150.00</u>	<u>\$160.00</u>	<u>\$170.00</u>
<u>01/01/22</u>	<u>\$160.00</u>	<u>\$170.00</u>	<u>\$180.00</u>

For purposes of this Section, Single includes employee only or employee plus one dependent. Married includes employee and spouse or employee plus two or more dependents. Married w/Dependents includes employee, spouse plus one or more dependents.

These payments may be made on a pre-tax basis if the employee completes and submits the appropriate election forms.

Section 13.2. Dental Coverage. Employees covered by this Agreement, as well as their dependents, will be enrolled in the dental plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new dental plan provider when either non-contract employees do or when the City as a whole moves to a new dental plan.

Section 13.3. Vision Coverage. Employees covered by this Agreement, as well as their dependents, will be enrolled in the vision plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new vision plan provider when either non-contract employees do or when the City as a whole moves to a new vision plan.

Section 13.4. Medical Savings Trust. Employees authorize the City to make monthly deductions from the base salaries of all employees to be deposited into the trust fund designated to fund eligible medical expenses. The City shall make such deductions from the paychecks of all employees on a pre-tax basis. The percentage of base salary to be deducted from the paychecks of all employees will be determined at the sole discretion of the employees, and the employees shall have the right to increase, decrease or terminate such contributions at any time after providing the City with no less than thirty (30) days notice.

Section 13.5. False Arrest Coverage. The Employer shall maintain false arrest insurance without cost to the employee.

Section 13.6. Life Insurance Coverage. The Employer shall provide life insurance in the

amount of fifty thousand dollars (\$50,000) for each employee.

Section 13.7. Long Term Disability. Beginning January 1, 1992, LEOFF II employees shall be enrolled in a long term disability plan. The employee shall pay the premium of the LTD to the carrier. Payment to employees shall be made based on the individual's base monthly salary multiplied by 0.77% and is paid on the 20th of each month in employees' checks.

Section 13.8. Coverage Selection. The Employer shall have the right to choose the best insurance packages for bargaining unit members so long as the level of coverage is not reduced.

Section 13.9. Retiree Medical. The parties will continue to work together to identify means and methods for enhancing retiree medical benefits, and particularly retiree medical benefits for retirees who do not yet qualify for Medicare, and to provide members with ways to increase contributions into tax-deferred plans to fund medical expenses upon retirement. The parties agree that this provision will not be interpreted in any manner that obligates the City to incur an increase in net cost as a result of enhancing retiree medical benefits.

Section 13.10. IRS Section 125 Plan. The City shall establish an IRS Section 125 Plan in which employees may participate.

ARTICLE 14 – LEAVES OF ABSENCE

Section 14.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 14.2. Death in Immediate Family. Leave with pay shall be granted by the Chief for a maximum of forty (40) hours for each death in the immediate family for employees scheduled on either an eight (8) or ten (10) hour work shift; the leave shall be thirty six (36) hours for employees scheduled on a twelve (12) hour work shift. All time off for any death in excess of the above allowed amounts must be approved by the City Manager or Chief in special circumstances and charged to sick leave. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandparents, or any individual residing in the employee's household at the time of death.

Section 14.3. Doctor and Dentist Appointments. Bona fide doctor and dentist appointments requiring not more than two (2) hours of absence from work, up to a maximum of ten (10) hours per calendar year, shall not be counted against accumulated sick leave or temporary disability leave. If the doctor or dentist appointment keeps the employee away from work for more than two (2) hours, all the time away from work for that appointment will be charged to sick leave.

Prior to authorization of paid time off for bona fide doctor or dentist appointments, the supervisor may request the time of the appointment and the name of the treating doctor. When possible, these appointments will be scheduled so they do not conflict with scheduled duty hours.

Section 14.4. Leave Without Pay. No leave without pay shall be granted to an employee until the employee has first taken advantage of all his earned annual leave, sick leave and compensatory time and such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit. Provided, however, that an employee shall be allowed to retain up to eighty (80) hours of annual leave prior to going on leave without pay status.

Section 14.5. Lay-off for Lack of Work. Any full time employee, when laid off for lack of work or of funds, shall be given at least two weeks advance notice.

Section 14.6. Maternity Leave. Maternity leave not to exceed three (3) months shall be granted without pay at the request of an employee for the purpose of childbirth and recuperation of the mother. Paid maternity leave is available to the extent the employee has available, and elects to use, accrued sick leave, annual leave or compensatory time. Employees may, however, exercise the option of taking all maternity leave without pay.

Section 14.7. Unauthorized Absence. Unauthorized absence from duty, barring extenuating circumstances, constitutes just cause for dismissal upon recommendation of the Chief and at the discretion of the City Manager.

Section 14.8. Retention. The City's intent is to keep trained, quality and experienced people when injured and incapacitated from work. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Chief.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1. Dispute Resolution. A "grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Such disputes shall be resolved as follows:

Step 1 - An employee must present a grievance within ten (10) calendar days of its alleged occurrence to the employee's supervisor who, with the assistance of a Commander, shall attempt to resolve it within five (5) calendar days after it is presented to him or her.

Step 2 - If the employee is not satisfied with the solution by the employees' supervisor, the grievance may be presented to the Chief of Police in writing within seven (7) calendar days of receiving the employees' supervisor's response. The Chief shall attempt to resolve the grievance within five (5) working days after it has been presented to him or her.

Step 3 - If the employee is not satisfied with the resolution by the Chief of Police, the Association or the employee may refer the grievance, in writing with all pertinent materials, to the City Manager within ten (10) calendar days of receiving the Chief's response. The City Manager shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him or her.

Step 4 - If the employee is not satisfied with the resolution by the City Manager, the Association or the employee may refer the grievance to arbitration within fifteen (15) calendar days. The Association may elect to proceed either to arbitration or through Civil Service Commission proceedings, but not both.

Section 15.2. Arbitrator Selection. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the Public Employment Relations Commission (PERC) to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. The parties shall alternately strike names until one name remains. The person remaining shall be the Arbitrator. The party striking first shall be determined by a coin toss. The Arbitrator shall be notified of his/her selection by joint letter from the Association and City requesting that a time and place be set for the arbitration subject to the availability of the Association and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Section 15.3. Arbitrator Authority. The arbitrator shall render his or her award based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 15.4. Arbitration Costs. The costs and fees of the Arbitration shall be borne equally by the Association and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 15.5. Time Limits. Unless the parties otherwise agree, the grievance shall be considered waived if any time limits set forth within this Article are violated. And extension of time must be made in writing with the consent of both parties. All sections of the Grievance Procedure that address filing and response days shall mean "calendar" days.

ARTICLE 16 – MANAGEMENT GRIEVANCE/ARBITRATION

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Association. Such grievance may be appealed to arbitration at the option of the City.

ARTICLE 17 – ASSOCIATION BUSINESS

Consistent with past practice, the City recognizes the Association's right to conduct Association business on duty time and the Association's right to reasonable access to the City facilities to conduct Association business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Chief.

ARTICLE 18 – PERSONNEL FILE

Section 18.1. Personnel Record. The City Personnel Department shall maintain a central personnel file for each employee in the bargaining unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions and such other pertinent information regarding employee performance (excluding supervisory notes and other documents compiled under Section 189.5, below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 18.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record, except confidential reports. An employee's official representative, with the permission of the employee, may inspect the records in that file pertaining to the employee except for confidential reports.

Section 18.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are required to sign all disciplinary actions presented to them by the Chief or his designee. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 18.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the Chief at his or her discretion.

Section 18.5. Disclaimer. This Article is not meant to limit the maintenance of supervisor notes and other pertinent Department records. Nothing in this Section shall prohibit the City from using other pertinent information, such as, but not limited to, supervisory notes and confidential reports in determining appropriate disciplinary action. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

Section 19.1. Rules and Regulations. Chapter 52, Internal Affairs, of the Kennewick Police Department Rules and Regulations is incorporated into this agreement.

Section 19.2. Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; counseling statements; commentary driving; decision leave days; transfer; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of annual leave or compensatory time; demotion; discharge; any combination thereof; or other methods as may be agreed upon by the parties.

1. Disciplinary actions such as oral admonitions, warnings or counseling statements are usually the first steps taken in constructive and progressive discipline. As a general rule, such are to be taken for infractions of a minor nature.
2. Disciplinary actions such as transfer, suspension with or without pay, loss of annual leave or compensatory time, demotion and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly in a fair, firm and equitable manner, and only for specific and just cause.
4. The Employer agrees that the disapproval of leave requests will not be used as disciplinary measures.
5. If the City has reason to reprimand an employee, it shall, where possible, be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.
6. The City agrees to furnish the employee with a complete statement, in writing, at the time of the counseling statement, reprimand, suspension, demotion or discharge outlining the specific reasons for such action as known to the Employer at that time. If at the time of the counseling statement, reprimand, suspension, demotion or discharge, it is not feasible to furnish the employee with a complete statement of the reasons for the disciplinary action, said complete statement must be presented to the employee within four (4) days, not including weekends or holidays. Where possible, additional reasons will not be added at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

ARTICLE 20 – PROBATION, ASSIGNMENTS

Section 20.1. Probation. Regular employees promoted to sergeant or corporal shall serve a probationary period not to exceed twelve (12) months. During the trial service period, the Chief may demote the employee to the classification previously held when, in the reasonable opinion of the Chief, the employee is found unfit for service in the higher classification. Regular employees shall not be subject to at-will discipline or discharge during their period of trial service. However, nothing in this section shall be interpreted to prevent discipline or discharge for just cause.

Section 20.2. Non-Patrol Assignments. ~~Regular employees will be allowed to submit a letter of intent for all non-patrol lateral assignments open in the department. Letters will be submitted to the Division Commander and selection for these positions shall be at the sole discretion of the Chief or his designee.~~ The selection of a member to any non-patrol lateral assignment shall be at the sole discretion of the Chief or his designee.

ARTICLE 21 – LAYOFF AND RECALL

Section 21.1. Layoff. In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority (as defined in Section 22.1) in their classification. Any employee who is to be laid off who has advanced to their present classification or specialty from a lower classification or different specialty in which they held a permanent appointment shall, if they possess greater seniority, have the opportunity to bump into a position in a lower classification or previously held specialty. His or her seniority in the lower classification or specialty shall be established according to the date of permanent appointment to that classification or specialty.

Section 21.2. Recall. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of thirty-six (36) months.

Section 21.3. Recall Notice. The City shall notify, by certified mail, the employees on laid off status of any department job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice regardless of who signed for the certified job notice. Failure to do so will result in forfeiture of all recall rights.

Section 21.4. Special Skills Exception. The City may retain junior employees without regard to seniority, after consultation with the Association, if the junior employees possess "special skills" unavailable from more senior employees in the Association. For the purposes of this Section, special skills shall be limited to polygraph examinations, rifle team members, hostage negotiators, and instructors and any other special skills designated after consultation with the Association at the time of the layoff.

ARTICLE 22 – SENIORITY

Section 22.1. Seniority Defined. Seniority shall be defined as the length of service by an employee within the Department following his or her most recent date of hire or rehire. After hire, time spent on military leaves of absence (except as limited by law) authorized leaves with pay and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken based upon Civil Service Exam scores.

Section 22.2. Seniority List. The City will provide the Association with copies of a seniority list on July 1 of each year.

Section 22.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary resignation or discharge for cause.

ARTICLE 23 – OUTSIDE EMPLOYMENT

The members of the Association agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his or her work, and in no way be a discredit to the City employment, and in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Chief as provided in Departmental Regulations.

ARTICLE 24 – EMPLOYEE RIGHTS/NON-DISCRIMINATION

Section 24.1. Employee Rights. The parties agree that employees have the right to form, join or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.

Section 24.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

ARTICLE 25 – DUES CHECKOFF

Section 25.1. ~~In-Lieu-Of Dues and Other Deductions.~~ The Association shall periodically notify the Employer, in writing, of the dues, representation fees, initiation fees, assessments, and/or other regularly recurring costs charged to members by the Association, and of any changes therein. Bargaining unit members who voluntarily consent to paying such dues/fees/assessments/costs by means of payroll deductions that are processed by the Employer will provide written authorization to the Association of their consent in this regard, and the Association will in turn forward such written authorizations to the Employer. Upon receipt of such a written authorization, the Employer will immediately begin to deduct such dues/fees/assessments/costs from the pay of the employee who has provided the authorization, and will promptly forward those dues/fees/assessments/costs to the Association. The Employer will stop deducting dues/fees/assessments/costs for any employee who revokes consent in writing. Such revocation will be communicated to the Association, which will in turn promptly communicate it to the Employer.

~~The parties recognize that the Association represents every eligible member of the bargaining unit, thereby making each eligible member of the bargaining unit the recipient of the Association's collective bargaining representation. Any employee who, thirty (30) days after his date of hire or certification of the Association, is not a member of the Association and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Such amount shall be deducted monthly by the City from the compensation of each member's and non-member's compensation and remitted monthly in the aggregate to the Association.~~

Section 25.2. ~~Religious Objections.~~ ~~Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by PERC and the payment shall be made to said organization.~~

Section 25.23. Indemnification. The Association will indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE 26 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 27 – ZIPPER CLAUSE

The Agreement expressed herein in writing constitutes the entire Agreement between the Employer and the Association and no oral agreement shall add to or supersede any of its provisions.

ARTICLE 28 – DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2020, and shall remain in effect through December 31, 2022. To amend this contract, either party shall notify the other prior to July 1, 2022, of its desire to terminate or amend the same. The proposed changes which shall constitute the subject of negotiations for amendment shall accompany each such notice of termination or amendment.

ARTICLE 29 – LEGISLATED MANDATES

Should the Washington State Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the City above those which exist at the time this Agreement is executed, the Union agrees to enter into negotiations with the City, if requested, to negotiate the impact of the change.

ARTICLE 30 – EMPLOYEE RIGHTS

A. General Procedures.

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the employer believes the employee is a subject in an inquiry that may lead to disciplinary action.
2. Prior to any interview where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature of the investigation and allegations and informed of and afforded the opportunity to consult with a union representative. If after the complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington State law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
3. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except in cases involving exigent circumstances.
5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the collective bargaining agreement, departmental rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe the employee may be the focus of an internal investigation, the employee shall be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Kennewick Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

6. The employee under investigation or the employer shall not be subject to offensive language or threatened with punitive action. The employer shall not require the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent or lawful order.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information that is developed during the course of the interview.
8. If the department tape-records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If an interviewed employee is subsequently charged and any part of the recording is transcribed by the employer, the employee shall be given a complimentary copy thereof.
9. Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed thirty (30) days, the employee shall be notified, in writing on a monthly basis, of the status of the investigation.
10. Upon completion, the employee shall be advised of the results of the investigation and any future action to be taken on the incident, within five (5) calendar days of the employee returning to work.

B. When the investigation results in departmental charges being filed.

1. After the investigation is complete, the employee will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any psychological or alcohol/substance abuse evaluation reports resulting from required examinations as part of the investigation unless the employer determines that the release of this information would be detrimental to the employee's mental condition. This would then be available only by lawful order. The employee will also be furnished with the names of all

witnesses and complainants who will appear against him or her. This obligation shall continue after charges have been filed against the employee.

C. Criminal Investigations.

1. This article shall not apply to criminal investigations conducted by the department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

D. Polygraph Tests.

1. The employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

Upon request of the employee, he or she may be afforded the opportunity to take a polygraph jointly approved by the department and the officer.

E. Use of Force Situations.

1. Employees involved in the use of force shall be allowed to consult with a union representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not delay the giving of the statement more than three (3) hours.

F. Personnel Records.

1. Materials concerning discipline shall not be relied upon by the employer in any subsequent disciplinary action involving the employee if the materials are more than thirty-six (36) months old unless a valid separate agreement such as a "last chance" or "return to work" agreement is in effect, or if the disciplinary document states it shall be a permanent part of the employee's file.

ARTICLE 31 – EDUCATION MATRIX

Section 31.1 Education Matrix. Sergeants and Corporals covered under the terms and conditions of this bargaining agreement are eligible to qualify for education incentives, upon promotion, based on the following matrix:

90 qtr. Credits	5.0%
BA/BS Degree	7.0%

DATED AT KENNEWICK, WASHINGTON, this _____ day of _____, 2020.

PRESIDENT, KPMA

MAYOR

SECRETARY, KPMA

CITY MANAGER

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	09/15/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Justice Assistance Grant (JAG) CEO Certifications		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Police Department		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council authorize the Mayor to sign the 2020 Justice Assistance Grant (JAG) CEO Certifications.

Motion for Consideration

I move to authorize the Mayor to sign the 2020 Justice Assistance Grant (JAG) CEO Certifications.

Summary

The City of Kennewick Police Department was notified in July 2020 of the availability of the 2020 Edward Byrne Justice Assistance Grant (JAG). The application for these grant funds was submitted on August 05, 2020 (Application number 2020-H8175-WA-DJ). The anticipated award for this application is \$16,047, to be shared with Benton County Sheriff's Office. As required by the Office of Justice Programs (OJP), we may only access these funds after we submit the certifications and assurances properly executed by the Chief Executive of the Applicant Government. The City of Kennewick meets all the certifications listed on the 2020 CEO Certification form.

Alternatives

No alternatives exist.

Fiscal Impact

Fiscal impact includes the addition of \$9,629 to the Police Department budget for additional equipment expenses. The total grant award is \$16,047, of which we are required to share with Benton County as we are certified disparate. The Benton County Sheriff's Office will receive \$6,418.

Through

Randy Maynard
Sep 08, 12:44:38 GMT-0700 2020

Dept Head Approval

Ken Hohenberg
Sep 09, 10:41:29 GMT-0700 2020

City Mgr Approval

Marie Mosley
Sep 09, 22:37:56 GMT-0700 2020

Attachments: 2020 JAG Certifications and Assurances

☐ Recording
Required?

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	09/15/2020	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Coronavirus Relief Funds for Local Governments				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

That City Council authorize the City Manager to sign an amendment to the contract with the Washington State Department of Commerce to receive an additional \$1,255,050 through the state's Coronavirus Relief Funds program.

Motion for Consideration

I move to authorize the City Manager to sign an amendment to the contract with the Washington State Department of Commerce to receive an additional \$1,255,050 through the state's Coronavirus Relief Funds program.

Summary

In June of 2020, City Council authorized the City Manager to sign a contract with the Washington State Department of Commerce (Commerce) to receive \$2,510,100 in Coronavirus Relief Funds (CRF), which represented Kennewick's allocation of \$300 million in state CRF funds that were being passed through to local governments with populations less than 500,000 that were not eligible to receive their own direct distribution from the federal government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") stimulus legislation. On August 31, 2020, the state announced that it would be passing through an additional \$190 million to these same local governments. Shortly thereafter, the City was notified that it would receive an additional \$1,255,050 in CRF funds, which necessitates an amendment to the original contract with Commerce.

The US Treasury establishes authoritative guidance on the eligible use of CRF funds. The funds may not be used to backfill for lost government revenue. In general, a cost will be eligible for reimbursement if the following five statements are true:

- (1.) The expense is connected to the COVID-19 emergency.
- (2.) The expense is "necessary".
- (3.) The expense is not filling a shortfall in government revenues.
- (4.) The expense is not funded through another budget line item, allotment or allocation, as of March 27, 2020.
- (5.) The expense wouldn't exist without COVID-19 -OR- would be for a "substantially different" purpose.

Based on this criteria, the City anticipates that the majority of its additional CRF award will be utilized to reimburse its public safety personnel expenses and other costs associated with responding to the COVID-19 public health emergency.

Alternatives

None recommended.

Fiscal Impact

The City's amended CRF program award will be \$3,765,150, which is an increase of \$1,255,050. As initially anticipated, the majority of this award will be utilized to reimburse the City for public safety personnel expenses and other costs associated with responding to the COVID-19 public health emergency.

Through		Attachments: Amendment A
Dept Head Approval	Dan Legard Sep 11, 10:51:30 GMT-0700 2020	
City Mgr Approval	Marie Mosley Sep 11, 12:38:22 GMT-0700 2020	
		☐ Recording Required?

Amendment

Contract Number: 20-6541C-210
Amendment Number: A

**Washington State Department of Commerce
 Local Government Division
 Community Capital Facilities Unit
 Coronavirus Relief Fund for Local Governments**

1. Contractor City of Kennewick 210 W 6th Avenue KENNEWICK, Washington 99336-0108		2. Contractor Doing Business As (optional)	
3. Contractor Representative (only if updated) Dan Legard Finance Director (509) 585-4477 dan.legard@ci.kennewick.wa.us		4. COMMERCE Representative (only if updated) Connie Rivera Project Manager (360) 725-3088 Fax 360-586-5880 connie.rivera@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$2,510,100.00	6. Amendment Amount \$1,255,050.00	7. New Contract Amount \$3,765,150.00	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date November 30, 2020
11. Federal Funds (as applicable): \$3,765,150.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.019	
12. Amendment Purpose: To provide additional funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received by December 15, 2020.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR	FOR COMMERCE
_____ Marie Mosley, City Manager	_____ Mark K. Barkley, Assistant Director, Local Government Div
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY
	_____ Sandra Adix Assistant Attorney General
	_____ 3/20/2014 Date

Amendment

This Contract is **amended** as follows:

Contract amount has been increased by \$1,255,050.00.

Contract end date has been extended from October 31, 2020 to November 30, 2020.

Final reimbursement request must be received by December 15, 2020.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Council Agenda Coversheet	Agenda Item Number	6.a.	Council Date	09/15/2020	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Right of Way Vacation - 614 E 45th Avenue			Public Mtg / Hrg	☒
	Ordinance/Reso #	5879	Contract #		Other	☐
	Project #		Permit #	ENG-2020-01823	Quasi-Judicial	☐
	Department	Public Works				

Recommendation

Staff recommends the Council hold a public hearing to consider the vacation of right-of-way located at 614 E. 45th Avenue.

Motion for Consideration

I move to adopt Ordinance 5879.

Summary

At the August 18, 2020 Council meeting, the date of September 15, 2020 was set for a public hearing, and all conditions of proper notice have been fulfilled.

Tod Wilmoth is requesting the vacation of a portion (75' x 230') of unopened public right-of-way adjacent to his property located at 614 E. 45th Avenue in order to build a home.

Findings of Fact:

1. This vacation has been approved by affected utility companies.
2. This vacation has been reviewed by City staff and recommended for approval.
3. No abutting property owners object to this vacation.
4. In accordance with RCW 35.79.030, Tod Wilmoth will pay full value of the property being vacated in the amount of \$3,842.10.
5. This Ordinance will be in effect once payment for the property being vacated has been received by the City.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Sep 01, 14:44:55 GMT-0700 2020	Attachments: 
Dept Head Approval	Cary Roe Sep 03, 07:06:05 GMT-0700 2020	
City Mgr Approval	Marie Mosley Sep 09, 22:26:57 GMT-0700 2020	
		☒ Recording Required?

When recorded, return to:

Kennewick City Clerk
P. O. Box 6108
Kennewick, WA 99336

CITY OF KENNEWICK
ORDINANCE NO. 5879

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 614 EAST 45TH
AVENUE

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 20-11 initiated proceedings to vacate a portion of right-of-way abutting 614 East 45th Avenue and by said resolution fixed the 15th day of September, 2020, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 614 East 45th Avenue should be heard and determined, and notice of such hearing was given as required by law; and

WHEREAS, such hearing was duly held at the time and place appointed by resolution and objections to said resolution were heard and considered by the City Council, and the City Council having determined to make said vacation; and

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

Section 1. That portion of street right-of-way described as follows:

Parcel 119802000001003:

Portion of East 45th avenue to be vacated

A portion of East 45th avenue lying within the West half of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 19 Township 8 North, Range 30 East, W.M. and described as follows:

Commencing at the Northwest corner of the Northeast quarter of said Section 19, being a

brass cap; thence along the North line of said Section 19 North 88°53'18" East for 332.73 feet to the East line of the West half of the Northwest quarter of the Northwest quarter of the Northeast quarter of said Section 19; thence along said East line South 00°32'43" East for 70.00 feet to the True Point of Beginning; thence continuing South 00°32'43" East for 75.0 feet to the North line of that certain parcel conveyed under Auditor's file number 2007-034880 Records of Benton county Washington; thence South 88°53'18" West for 268.24 feet; thence South 00°41'49" East for 35.00 feet; thence South 9°10'06" West for 63.00 feet; thence leaving said North line North 42°02'42" East for 150.36 feet; thence North 88°53'18" East for 229.39 feet to the True Point of Beginning

Containing 21,345 square feet more or less.

shall be and hereby is vacated.

Section 2. The City retains an access and utility easement in, on under and over the east 30.00 feet of land vacated in Section 1 of this ordinance and for access and construction, repair and maintenance of public utilities and services.

Section 3.

Pursuant to RCW 35.79.030, Tod Wilmoth shall compensate the City in the amount of the full appraised value of the vacated right-of-way.

1. **Parcel No. 1-1980-200-0001-003:** The assessed value is \$0.18 per square foot. The established value of the 21,345 square foot right-of-way at \$0.18 per square foot is \$3,842.10.

Section 4. Findings of Fact.

1. The vacation has been approved by affected utility companies.
2. The vacation has been approved by City staff.
3. No abutting property owners object to this vacation.
4. In accordance with RCW 35.79.030, Tod Wilmoth will pay the full-appraised value of the property being vacated in the amount of \$3,842.10.
5. This ordinance will be in effect once payment for the property being vacated has been received by the City.

Section 5. This ordinance shall be in full force and effect five days from and after its passage, approval receipt of the \$3,842.10, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 15th day of September, 2020, and signed in authentication of its passage this 15th day of September, 2020.

Attest:

STEVE LEE, Mayor Pro Tem

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5879 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 16th day of September, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

EXHIBIT MAP
KC FRUIT
PORTION NW 1/4 OF NE 1/4 SEC 19 T8N, R30E, W.M.
KENNEWICK, BENTON COUNTY, WASHINGTON

NW COR SEC 19
T8N, R30E, W.M.

N 1/4 COR SEC 19
T8N, R30E, W.M.

NE COR SEC 19
T8N, R30E, W.M.

PARCEL
119802000001003
2.06 Acres

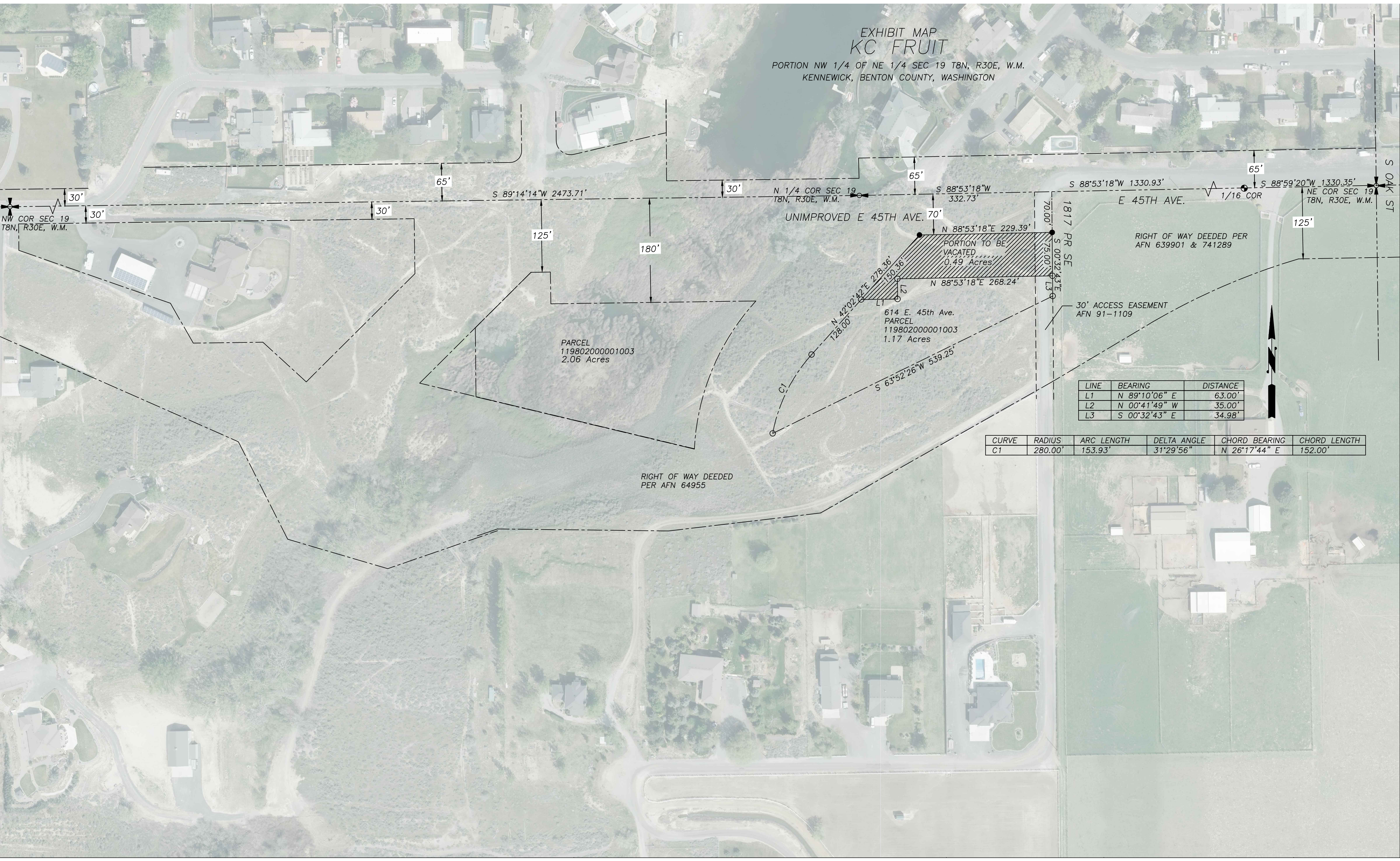
614 E. 45th Ave.
PARCEL
119802000001003
1.17 Acres

RIGHT OF WAY DEEDED PER
AFN 639901 & 741289

LINE	BEARING	DISTANCE
L1	N 89°10'06" E	63.00'
L2	N 00°41'49" W	35.00'
L3	S 00°32'43" E	34.98'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	280.00'	153.93'	31°29'56"	N 26°17'44" E	152.00'

RIGHT OF WAY DEEDED
PER AFN 64955



Council Agenda Coversheet



Agenda Item Number	6.b.	Council Date	09/15/2020
Agenda Item Type	Resolution		
Subject	Easement Vacation - 3520 Southridge Blvd		
Ordinance/Reso #	20-10	Contract #	
Project #		Permit #	ENG-2020-02128
Department	Public Works		

Consent Agenda	☐
Ordinance/Reso	☒
Public Mtg / Hrg	☒
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council adopt Resolution 20-10 declaring surplus a portion of a certain water utility easement located at 3520 Southridge Boulevard.

Motion for Consideration

I move to adopt Resolution 20-10.

Summary

Knutzen Engineering the engineer representing Kennewick School District #17 requested the vacation of a 10' water utility easement that crosses 3520 Southridge Boulevard.

Notice of the September 15, 2020 public hearing to consider the request to vacate a 10' water utility easement located at 3520 Southridge Boulevard was published in the Tri-City Herald on Friday, September 4, 2020.

Due to the expansion of Southridge High School a portion of the existing waterline had to be relocated outside of the existing easement they wish to vacate.

A new 15' easement has been deeded to the City over the new relocated waterline.

City staff have reviewed the request and have no objection to the proposed vacation.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Sep 09, 14:33:09 GMT-0700 2020
Dept Head Approval	Cary Roe Sep 09, 14:51:28 GMT-0700 2020
City Mgr Approval	Marie Mosley Sep 09, 22:35:06 GMT-0700 2020

Attachments:

Resolution
map

☒ Recording
Required?

CITY OF KENNEWICK
RESOLUTION NO. 20-10

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS
A PORTION OF CERTAIN WATER UTILITY EASEMENT LYING WITHIN
3520 SOUTHRIDGE BOULEVARD

WHEREAS, Kennewick School District #17 have requested the vacation of certain water utility easement located on their property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on September 4, 2020, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON that property originally acquired for the purpose of water utility easement and described as follows:

Parcel Numbers: 1-1689-2BP-4895-002

RELINQUISHMENT OF THAT PORTION OF THE 10.00 FOOT WIDE WATERLINE EASEMENT RECORDED UNDER AUDITOR'S FEE NUMBER 1997-26491, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, LYING BETWEEN THE FOLLOWING DESCRIBED LINES:

LINE 1:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER FROM WHICH THE NORTHWEST CORNER BEARS NORTH 00°45'48" WEST 2713.97 FEET; THENCE NORTH 67°19'40" EAST ON A RANDOM LINE 1451.97 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE WESTERLY LINE OF THE ABOVE SAID EASEMENT;

THENCE NORTH 43°41'52" EAST 14.22 FEET TO THE POINT OF TERMINUS AND A POINT ON THE EASTERLY LINE OF SAID EASEMENT.

LINE 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER FROM WHICH THE NORTHWEST CORNER BEARS NORTH 00°45'48" WEST 2713.97 FEET; THENCE NORTH 57°39'01" EAST ON A RANDOM LINE 1952.12 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE WESTERLY LINE OF THE ABOVE SAID EASEMENT;

THENCE SOUTH 34°54'17" EAST 10.91 FEET TO THE POINT OF TERMINUS AND A POINT ON THE SOUTHERLY LINE OF SAID EASEMENT.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS,
COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to the Kennewick School District #17 the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 15th day of September, 2020, and signed in authentication of its passage this 15th day of September, 2020.

Attest:

STEVE LEE, Mayor Pro Tem

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 20-10 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 16th day of September, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Return To:

City of Kennewick
City Clerk
PO Box 6108
Kennewick, WA 99336

QUIT CLAIM DEED

Location: 3520 Southridge Boulevard Tax Parcel ID # 1-1689-2BP-4895-002

THE GRANTOR, CITY OF KENNEWICK, for and in consideration of mutual interest, conveys and quit claims to **KENNEWICK SCHOOL DISTRICT #17** the following described 10.00 foot water utility easement situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein:

RELINQUISHMENT OF THAT PORTION OF THE 10.00 FOOT WIDE WATERLINE EASEMENT RECORDED UNDER AUDITOR'S FEE NUMBER 1997-26491, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, LYING BETWEEN THE FOLLOWING DESCRIBED LINES:

LINE 1:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER FROM WHICH THE NORTHWEST CORNER BEARS NORTH 00°45'48" WEST 2713.97 FEET;
THENCE NORTH 67°19'40" EAST ON A RANDOM LINE 1451.97 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE WESTERLY LINE OF THE ABOVE SAID EASEMENT;

THENCE NORTH 43°41'52" EAST 14.22 FEET TO THE POINT OF TERMINUS AND A POINT ON THE EASTERLY LINE OF SAID EASEMENT.

LINE 2:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER FROM WHICH THE NORTHWEST CORNER BEARS NORTH 00°45'48" WEST 2713.97 FEET;
THENCE NORTH 57°39'01" EAST ON A RANDOM LINE 1952.12 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE WESTERLY LINE OF THE ABOVE SAID EASEMENT;

THENCE SOUTH 34°54'17" EAST 10.91 FEET TO THE POINT OF TERMINUS AND A POINT ON THE SOUTHERLY LINE OF SAID EASEMENT.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.

Dated: September 15, 2020 **CITY OF KENNEWICK, WASHINGTON**

STEVE LEE, MAYOR PRO TEM

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

I certify that on this 15th day of September, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Lee known to be the Mayor Pro Tem of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated is authorized to execute said instrument.

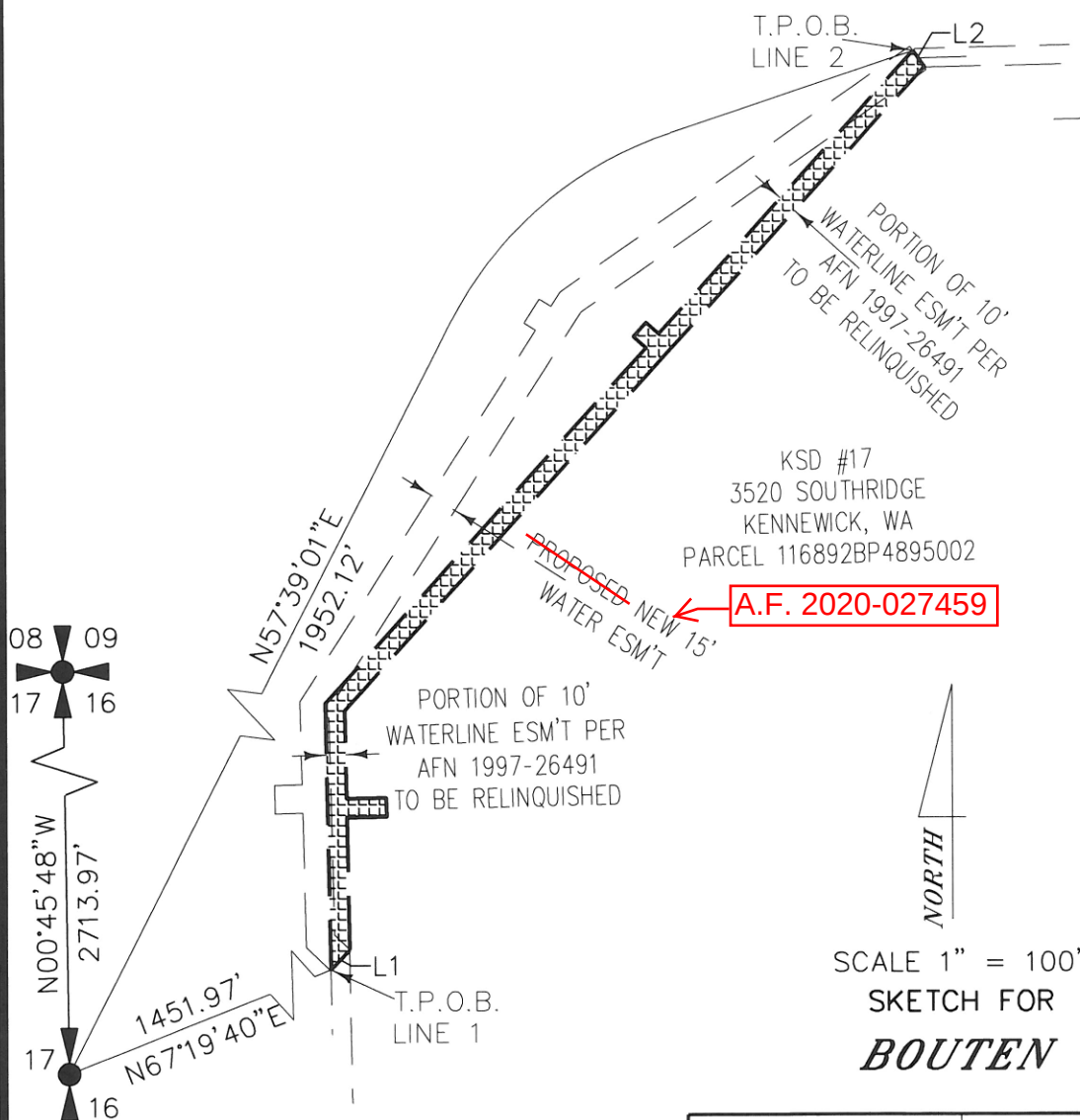
Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My Commission Expires: _____

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.22	N43°41'52"E
L2	10.91	S34°54'17"E

N.W.1/4 OF SEC. 16, T08N, R29E, W.M.

EXHIBIT A



**STRATTON SURVEYING
& MAPPING, PC**

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

5569SK3.DWG

© 2020

DATE: 08/11/2020

SHT. 1 OF 1

DRAWN BY: AAD

JOB # 5569



City Council Meeting Schedule October 2020

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

October 6, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

October 13, 2020

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Animal Shelter Update
2. Visit Tri-Cities Annual Update
3. Historic Downtown Kennewick Partnership Update
4. Ethics Code Amendments

October 20, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

October 27, 2020

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. 2021/2022 Proposed Budget

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

October 2020
Updated 09/08/20