City Council Regular Meeting Agenda
October 7, 2025 at 6:30 PM
City Hall Council Chambers - 210 W 6th Ave and Virtual

Meetings are broadcast live at https://www.go2kennewick.com/CouncilMeetingBroadcasts.
Public comment registration and instructions are available at https://www.go2kennewick.com/PublicComments.

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1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Proclamation: Day of the Girl
- Proclamation: Community Planning Month

2. VISITORS

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

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

a. **Meeting Minutes: September 16, 2025, City Council Regular Meeting**
Motion to approve the minutes as presented.

b. **Meeting Minutes: September 23, 2025, City Council Workshop**
Motion to approve the minutes as presented.

c. **Claims Roster: Columbia Park Golf Course Account**
Motion to approve the Claims Roster for the Columbia Park Golf Course Account for August 2025 in the amount of $58,933.82 consisting of check numbers 2950-2962 and 2982-2990 in the amount of $19,592.95 and electronic transfers in the amount of $39,340.87.

d. **Payroll Roster: For the Pay Period Ending 09/15/2025**
Motion to approve the payroll roster for the pay period ending 09/15/2025.

e. **Disbursement Agreement: Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center**
Motion to approve the Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center as presented.

f. **Interlocal: Kennewick School District & Kennewick Police Department School Resource Officer Agreement**
Motion to approve the agreement as presented.

g. **Contract: Professional Services Agreement for Data Governance Framework and Strategic Plan with CompuNet in the Amount of $59,250**
Motion to approve the contract as presented.

h. **Contract Award: Columbia Park East Boat Launch Floats; RFB 25-021**
Motion to award the project to Tapani Inc as presented and authorize the City Manager to execute the contract.

i. **Grant: Columbia Park East Boat Launch Floats - Grant Award Approval**
Motion to approve the grant award totaling $727,250.00 as described and authorize the City Manager to execute the contract.

j. **Grant: Assistance to Firefighters Grant Award (AFG) for Hazmat and Technical Rescue Team Training**
Motion to authorize the City Manager (or her designee) to accept the AFG grant award for Hazmat and Technical Rescue Team training and to execute any necessary documents.

k. **Grant: Amendment to WSDOT Agreement GCB3138 for the US395/Ridgeline Interchange Project**
Motion to authorize the City Manager to sign Amendment No. 2 with the Washington State Department of Transportation as presented.

5. ORDINANCES & RESOLUTIONS

a. Resolution: Amending Ambulance Transport & Mileage Rates

b. Ordinance: Housekeeping Update Amending KMC 10.12.060 Concerning Pistols and Semiautomatic Assault Rifles

6. PUBLIC HEARINGS

a. Ordinance: Waste Management Solid Waste Services Franchise and Contract

7. COUNCIL COMMENTS & DISCUSSION

8. CONCLUSION

Proclamation

WHEREAS in 2011, the United Nations designated October 11 as the International Day of the Girl, to acknowledge girls' rights and the distinct challenges they encounter globally; and

WHEREAS for over a century, Girl Scouts has served as the world's leading organization for girls' leadership development, emphasizing public service, civic engagement, and nurturing a sense of community; and

WHEREAS Girl Scouts strive to support the aspirations, foster the talents, and develop the skills of girls, empowering them to be leaders in their own lives and in society; and

WHEREAS Girl Scouts offers community, stability, and connection for girls, serving as a safe haven amidst uncertainty; and

WHEREAS Girl Scouts provides girls with 21st-century programming in science, technology, engineering, and math (STEM), outdoor activities, entrepreneurship, and more, equipping them with essential life skills; and

WHEREAS the International Day of the Girl highlights the importance of addressing the challenges girls face and promotes girls' empowerment and the rightful realization of their human rights;

NOW, THEREFORE, I, MAYOR GRETL CRAWFORD, on behalf of the Kennewick City Council, do hereby proclaim our city will stand with the international community in recognizing October 11, 2025, as

INTERNATIONAL DAY OF THE GIRL

in the City of Kennewick. We uplift girls in our great community and applaud the Girl Scout movement and the Council of Eastern Washington and Northern Idaho for providing a safe, inclusive, space to develop leadership skills.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 7th day of October 2025.

SIGNED	ATTEST
Gretl J. Crawford	Krystal Johnston
GRETL J. CRAWFORD, Mayor	KRYSTAL JOHNSTON, City Clerk

KENNEWICK WASHINGTON

Proclamation

WHEREAS change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS the full benefit of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery;

NOW, THEREFORE, I, MAYOR GRETL CRAWFORD, on behalf of the Kennewick City Council, do hereby proclaim the City of Kennewick will designate October 2025 as

COMMUNITY PLANNING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be affixed this 7th day of October 2025.

SIGNED	ATTEST
Gretl J. Crawford	Krystal Johnston
GRETL J. CRAWFORD, Mayor	KRYSTAL JOHNSTON, City Clerk

Council Agenda Coversheet	Item Number:	4.a.	Date:	10/7/2025	Category: Consent Agenda
KENNEWICK WASHINGTON	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: September 16, 2025, City Council Regular Meeting**			
	Department:	City Manager			

Recommendation
Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration
Motion to approve the minutes as presented.

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

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

Fiscal Impact
None.

Attachments:
1. 09-16-2025 Minutes - DRAFT

CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
September 16, 2025

CITY COUNCIL PRESENT:

Gretl Crawford, *Mayor*
Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Jason McShane, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Isaac Merkl, *Police Commander*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Jessica Platt, *Finance Director*
Krystal Johnston, *City Clerk*
Jillian Henze, *PIO/Marketing Supervisor*
Jose Santoy, *Police Commander*

1. CALL TO ORDER

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

Ms. Johnston stated all councilmembers were in attendance with the exception of Councilmember Beauchamp who'd given advanced notice of his absence; she affirmed a quorum was established.

Councilmember Millbauer led the Pledge of Allegiance. No invocation was offered.

Mayor Crawford stated Councilmember Beauchamp provided advanced notice of his absence and requested an excusal.

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

2. VISITORS:

A written comment was submitted in support of an indoor pool facility.

A series of questions were submitted via written comment pertaining to public safety issues, homelessness and drug overdoses.

A visitor raised concerns with traffic violations and requested information relating to road problems.

A visitor spoke to code violations and requested increased enforcement and distributed two pages of photos to the City Clerk to share with the City Council.

A visitor raised concerns about a high number of feral cats and the problems associated with large feral cat populations; she requested assistance with solving the problem.

Three visitors advocated for an indoor aquatic facility.

A visitor advocated for recognition of downtown businesses, mentioned ways business owners work to improve the area, and urged combining a new city hall with an aquatic center.

A visitor clarified his offer at the prior meeting to improve the health of city trees in the right-of-way.

3. APPROVAL OF AGENDA

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

4. CONSENT AGENDA

MOTION:	Mayor Pro Tem Torelli moved to approve the consent agenda as presented.
SECOND:	Councilmember Trumbo.
VOTE:	**The motion passed unanimously (6-0)**

a. **Meeting Minutes: September 2, 2025, City Council Regular Meeting**
Motion to approve the minutes as presented.

b. **Meeting Minutes: September 9, 2025, City Council Workshop**
Motion to approve the minutes as presented.

c. **Meeting Cancellation: November 11, 2025, City Council Workshop**
Motion to cancel the November 11, 2025, City Council workshop meeting.

d. **Claims Roster: August 2025**
Motion to approve the Claims Roster for August 2025 in the amount of $5,464,942.16 comprised of electronic payments and check numbers 320625-320979.

e. **Payroll Roster: For the Pay Period Ending 08/31/2025**
Motion to approve the payroll roster for the pay period ending 08/31/2025.

f. **Resolution: Setting October 21, 2025, as the Public Hearing Date for Consideration of a Right-of-Way Vacation at 514 E 1st Ave**
Motion to adopt the resolution as presented.

g. **Grant: Quinault & Columbia Center Blvd Intersection - WSDOT Supplemental Agreement #4; P2011**
Motion to authorize the Mayor to sign the agreement as presented.

h. **Contract: Interlocal Agreement with Northwest Open Access Networks (NoaNet) to Provide Fiber Optics to 17 Traffic Signals**
Motion to approve the ILA with NoaNet to provide fiber optics to 17 traffic signals.

5. ORDINANCES

a. Ordinance 25-6139: Prohibiting the Use of Private Driveways or Parking Lots for the Purpose of Avoiding an Intersection or Traffic Control Device; Establishing KMC Section 11.36.130, Intersection Avoidance

Ms. Johnston read the ordinance title into the record:

AN ORDINANCE RELATING TO INTERSECTION AVOIDANCE AND ADDING SECTION 11.36.130 TO THE KENNEWICK MUNICIPAL CODE

Mr. Roe presented a staff report, and alongside Ms. Erdman, Mr. Cowling, Mr. Sanguino, and Commander Merkl, addressed the questions posed by the Council.

Councilmembers engaged in a discussion about the advantages versus disadvantages of the ordinance, expressing concerns regarding its applicability citywide compared to its impact at a single location. They proposed alternative solutions, such as physical barriers or curbing, and sought information on different options for penalties related to infractions. Councilmembers examined the potential benefits of the ordinance in preventing future issues as the city expands and traffic congestion increases. Several members emphasized the importance of a robust outreach campaign to ensure the public is adequately informed about the new law, suggesting that officers prioritize educating drivers before resorting to issuing citations.

MOTION:	Mayor Pro Tem Torelli moved to adopt the ordinance as presented.
SECOND:	Councilmember Trumbo.
DISCUSSION:	Councilmembers discussed the topic at length as summarized above.
VOTE:	**The motion passed (5-1);** *with Councilmember Anderson dissenting*
The City Clerk assigned Ordinance No. 25-6139	

6. COUNCIL COMMENTS/DISCUSSION:

Councilmembers reported on their respective activities, upcoming events, and items of concern. Ms. Erdman confirmed the City is taking necessary steps to address the needs of struggling City trees.

7. CONCLUSION: Mayor Crawford concluded the meeting at 8:02 p.m.

DRAFT
Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/355785

Council Agenda Coversheet					
	Item Number:	4.b.	Date:	10/7/2025	**Category:** Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: September 23, 2025, City Council Workshop**			
	Department:	City Manager			

Recommendation

Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration

Motion to approve the minutes as presented.

Summary

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

Alternatives

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

Fiscal Impact

None.

Attachments:

1. Minutes - Draft

CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
SEPTEMBER 23, 2025

CITY COUNCIL PRESENT:

Gretl Crawford, *Mayor*
Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Jason McShane, *Councilmember*
Jim Millbauer, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Chad Crouch, *Executive Services Director*
Krystal Johnston, *City Clerk*
Trever Davis, *Police Commander*
Dana Dollarhyde, *Communications Specialist*
Genifer Jadidi, *Administrative Assistant, Fire Department*

CALL TO ORDER. Mayor Crawford called the meeting to order at 6:30 p.m. Mayor Crawford called roll; all Councilmembers were present except for Councilmember Beauchamp and Councilmember Trumbo.

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

Mayor Crawford announced there were no citizen comments submitted.

1. GROUND AMBULANCE TRANSPORT AND MILEAGE RATES: Chief Heffner presented a detailed staff report that included a historical overview, comparative data from other jurisdictions, and service provision costs. He also described several recent care examples, highlighting how patients were treated and billed, as well as their out-of-pocket expenses under the existing fee structure versus the proposed changes. He outlined deadlines for action and various rate options to consider. Chief Heffner, together with Ms. Erdman and Ms. Jadidi, addressed the Council's inquiries. Councilmembers weighed factors for considering Option A versus Option B. Ms. Erdman and Chief Heffner committed to providing additional financial projections and research in response to Council's inquiries. Chief Heffner stated that this item will be submitted for Council consideration and final decision at the City Council meeting on October 7, 2025. **NO FINAL ACTION.**

CONCLUSION. Mayor Crawford concluded the meeting at 07:24 p.m.

DRAFT
Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/356493

Council Agenda Coversheet					Category:
	Item Number:	4.c.	Date:	10/7/2025	Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Claims Roster: Columbia Park Golf Course Account**			
	Department:	Finance			

Recommendation

Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for August 2025.

Motion for Consideration

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for August 2025 in the amount of $58,933.82 consisting of check numbers 2950-2962 and 2982-2990 in the amount of $19,592.95 and electronic transfers in the amount of $39,340.87.

Summary

Alternatives

Fiscal Impact

$58,933.82

Attachments:

1. Claims Roster

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
AUGUST 2025

Check Number	Vendor Check Name	Check Date		Amount	Type
2950	ADP SCREENING & SELECTION	8/12/2025	$	109.42	Check
2951	CASTLE ROCK SOLUTIONS, INC.	8/12/2025	$	122.90	Check
2952	CINTAS CORPORATION	8/12/2025	$	145.64	Check
2953	COLUMBIA POINT GOLF COURSE	8/12/2025	$	384.60	Check
2954	KENNEWICK GOLF CORPORATION	8/12/2025	$	5,417.33	Check
2955	PEPSI-COLA BOTTLING OF PASCO	8/12/2025	$	524.17	Check
2956	PLANET TURF	8/12/2025	$	184.82	Check
2957	TOTAL E INTEGRATED INC.	8/12/2025	$	438.00	Check
2958	WAMBEKE WINDOW WASHING	8/12/2025	$	125.00	Check
2959	YELP	8/12/2025	$	40.00	Check
2960	COURSECO, INC.	8/26/2025	$	3,000.00	Check
2961	NGCOA	8/26/2025	$	158.65	Check
2962	PEPSI-COLA BOTTLING OF PASCO	8/26/2025	$	695.70	Check
A0002982	CITY OF KENNEWICK	8/26/2025	$	463.47	Check
A0002983	COLEMAN OIL COMPANY	8/26/2025	$	288.78	Check
A0002984	DUNLOP SPORTS AMERICA	8/26/2025	$	3,240.00	Check
A0002985	DYNAMIC BRANDS	8/26/2025	$	1,009.74	Check
A0002986	NORTHWEST GOLF CARS	8/26/2025	$	1,951.45	Check
A0002987	POINTE PEST CONTROL	8/26/2025	$	179.52	Check
A0002988	SENSKE SERVICES	8/26/2025	$	108.70	Check
A0002989	TRACER GOLF ACESSORIES	8/26/2025	$	621.21	Check
A0002990	WESTERN EQUIPMENT	8/26/2025	$	383.85	Check
ADPTS 4737823	ADP TOTAL SOURCE (AUTOPAY)	8/11/2025	$	2,232.33	EFT
WADOR 0048253822	DEPARTMENT OF REVENUE	8/25/2025	$	8,049.57	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	8/8/2025	$	10,825.22	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	8/22/2025	$	11,464.85	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	8/31/2025	$	4,741.63	EFT
Bank Deduction	MERCHANT SERVICES	8/4/2025	$	1,483.75	EFT
Bank Deduction	US Bank	8/14/2025	$	30.44	EFT
Paid by ACH	NATIONWIDE	8/1/2025	$	513.08	EFT

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

Jessica Platt

Jessica Platt, Finance Director

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

Check numbers: 2950-2962 and 2982-2990	$	19,592.95
Electronic transfers	$	39,340.87
Total	$	58,933.82

Exceptions:

Check Number	Vendor Check Name	Check Dated	Amount		Debit	Credit
2950	ADP SCREENING & SELECTION SERVICES	8/12/2025		$109.42		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$109.42
	PURCH	51800-000-244-00	PROFESSIONAL SERVICES		$109.42	
2951	CASTLE ROCK SOLUTIONS, INC.	8/12/2025		$122.90		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$122.90
	PURCH	51900-080-244-00	CONTRACT SERVICES		$125.00	
2952	CINTAS CORPORATION	8/12/2025		$145.64		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$145.64
	PURCH	51900-080-244-00	CONTRACT SERVICES		$90.45	
		51900-060-244-00	CONTRACT SERVICES		$55.19	
2953	COLUMBIA POINT GOLF COURSE	8/12/2025		$384.60		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$384.60
		50100-080-244-00	SALARIES		$192.30	
	PURCH	50100-060-244-00	SALARIES		$192.30	
2954	KENNEWICK GOLF CORPORATION	8/12/2025		$5,417.33		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$5,417.33
	PURCH	59600-080-244-00	ACCOUNTING FEES		$1,355.00	
		59610-080-244-00	MANAGEMENT FEE		$4,062.33	
2955	PEPSI-COLA BOTTLING OF PASCO	8/12/2025		$524.17		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$524.17
		49200-070-244-00	COGS - SOFT BEVERAGE		$474.00	
		49150-070-244-00	COGS - PACKAGED FOOD		$29.17	
	PURCH	51900-060-244-00	CONTRACT SERVICES		$21.00	
2956	PLANET TURF	8/12/2025		$184.82		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$184.82
	PURCH	58100-060-244-00	EQUIPMENT PARTS		$184.82	
2957	TOTAL E INTEGRATED INC.	8/12/2025		$438.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$438.00
	PURCH	51900-050-244-00	CONTRACT SERVICES		$438.00	
2958	WAMBEKE WINDOW WASHING	8/12/2025		$125.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$125.00
	PURCH	51900-080-244-00	CONTRACT SERVICES		$125.00	
2959	YELP	8/12/2025		$40.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$40.00	
2960	COURSECO, INC.	8/26/2025		$3,000.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$3,000.00
	PURCH	51500-050-244-00	TRAVEL LODGING & ENTERTAINMENT		$3,000.00	
2961	NGCOA	8/26/2025		$158.65		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$158.65
	PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES		$158.65	
2962	PEPSI-COLA BOTTLING OF PASCO	8/26/2025		$695.70		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$695.70
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$530.25	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$165.45	
	PURCH	51900-060-244-00	CONTRACT SERVICES		$0.00	
A00002982	CITY OF KENNEWICK	8/26/2025		$463.47		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$463.47
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		$405.80	
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		$57.67	
A00002983	COLEMAN OIL COMPANY	8/26/2025		$288.78		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$288.78
	PURCH	58300-050-244-00	FUEL & OIL GOLF		$288.78	
A00002984	DUNLOP SPORTS	8/26/2025		$3,240.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$3,240.00
	PURCH	55400-050-244-00	RANGE BALLS		$3,240.00	
A00002985	DYNAMIC BRANDS	8/26/2025		$1,009.74		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$1,009.74
	PURCH	55300-050-244-00	RANGE SUPPLIES		$1,009.74	

A00002986	NORTHWEST GOLF CARS	8/26/2025		1951.45		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			1951.45
	PURCH	54900-050-244-00	REPAIR GOLF CART OUTSIDE LABOR		1954.45	
A00002987	POINTE PEST CONTROL	8/26/2025		$179.52		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$179.52
	PURCH	51900-080-244-00	CONTRACT SERVICES		$179.52	
A00002988	SENSKE SERVICES	8/26/2025		$108.70		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$108.70
	PURCH	51900-060-244-00	CONTRACT SERVICES		$108.70	
A00002989	TRACER GOLF ACCESSORIES	8/26/2025		$621.21		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$621.21
	PURCH	47150-050-244-00	COGS MERCHANDISE		$540.71	
	PURCH	55850-050-244-000	COURSE ACCESSORIES GOLF		$80.50	
A00002990	WESETERN EQUIPMENT	8/26/2025		$383.85		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$383.85
	PURCH	58100-060-244-00	EQUIPMENT PARTS		$383.85	
ADTPS 4737823	ADP TOTAL SOURCE (AUTOPAY)	8/11/2025		$2,232.33		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$2,232.33
	PURCH	50800-050-244-00	HEALTH BENEFITS		$631.87	
		50800-060-244-00	HEALTH BENEFITS		$1,600.46	
WA DOR 0048253822	WASHINGTON STATE DEPARTMENT OF REVENUE	8/25/2025		$8,049.57		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$8,049.57
	PURCH	20300-000-244-00	SALES TAX PAYABLE		$5,290.37	
	PURCH	91101-000-244-00	OTHER STATE TAX		$2,759.20	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	8/8/2025		$10,825.22		
	PAY	50000-000-244-00	TEMPORARY ACCT			$10,825.22
	PURCH	48100-050-244-00	INSTRUCTION		$284.68	
	PURCH	50200-050-244-00	HOURLY WAGES		$5,218.12	
	PURCH	50200-060-244-00	HOURLY WAGES		$4,033.43	
	PURCH	50400-050-244-00	SALES COMMISSIONS		$30.00	
	PURCH	50800-050-244-00	HEALTH BENEFITS			$64.94
	PURCH	50800-060-244-00	HEALTH BENEFITS			$302.44
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$939.68	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$598.73	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$60.27	
	PURCH	52100-050-244-00	CELL PHONE		$27.69	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	8/22/2025		$11,464.85		
	PAY	50000-000-244-00	TEMPORARY ACCT			$11,464.85
	PURCH	48100-050-244-00	INSTRUCTION		$592.47	
	PURCH	50200-050-244-00	HOURLY WAGES		$5,517.50	
	PURCH	50200-060-244-00	HOURLY WAGES		$4,040.71	
	PURCH	50400-050-244-00	SALES COMMISSIONS		$0.00	
	PURCH	50800-050-244-00	HEALTH BENEFITS			$64.94
	PURCH	50800-060-244-00	HEALTH BENEFITS			$302.44
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$1,027.76	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$595.83	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$30.27	
	PURCH	52100-050-244-00	CELL PHONE		$27.69	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHARGES)	8/31/2025		$4,741.63		
	PAY	50000-000-244-00	TEMPORARY ACCT			$4,741.63
	PURCH	47150-050-244-00	COGS MERCHANDISE		$179.93	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$38.35	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$169.64	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENTERTAINMENT		$448.98	
	PURCH	51500-080-244-00	TRAVEL LODGING & ENTERTAINMENT		$448.98	
	PURCH	51900-050-244-00	CONTRACT SERVICES		$237.50	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS		$64.65	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL		$142.00	
	PURCH	52400-080-244-00	JANITORIAL SUPPLIES		$19.56	
	PURCH	52500-080-244-00	OFFICE SUPPLIES		$81.79	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS		$9.34	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$62.60	
	PURCH	53200-080-244-00	PROMO & ENTERTAINMENT		$59.85	
	PURCH	53300-050-244-00	DECORATIONS		$113.10	
	PURCH	55800-060-244-00	OTHER DEPARTMENT SUPPLIES		$43.44	
	PURCH	56400-060-244-00	MATERIALS - TOP SOIL - ORGANIC		$2,151.65	
	PURCH	58100-060-244-00	EQUIMPMENT PARTS		$365.98	
	PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS		$17.09	

	PURCH	59400-060-244-00	IRRIGATION OUTSIDE REPAIRS		$87.20	
Bank Deduction	MERCHANT SERVICES	8/4/2025		$1,483.75		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank			$1,483.75
	PURCH	54000-080-244-00	BANK CHARGES		$1,483.75	
Bank Deduction	US Bank	8/14/2025		$30.44		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank			$30.44
	PURCH	54000-080-244-00	BANK CHARGES		$30.44	
NATIONWIDE 0825	NATIONWIDE	8/1/2025		$513.08		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	`		$513.08
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS		$513.08	

Council Agenda Coversheet					
	Item Number:	4.d.	**Date:**	10/7/2025	**Category:** Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Payroll Roster: For the Pay Period Ending 09/15/2025**			
	Department:	Finance			

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

Motion for Consideration
Motion to approve the payroll roster for the pay period ending 09/15/2025.

Summary
None.

Alternatives
None.

Fiscal Impact
09/15/2025 Total: $2,906,228.42

Attachments:
1. Roster

Payroll Roster for Pay Period Ending 09/15/2025

All Departments:	
City Attorney	16,520.04
City Council	5,290.00
City Manager	17,341.29
Civil Service	1,906.65
Community Planning	22,375.26
Economic Development	913.55
Engineering	60,332.80
Finance	65,953.20
Fire	118,938.35
Human Resources	27,022.01
Management Services	94,452.30
Non-Departmental	4,570.83
Parks, Recreation & Facilities	140,557.95
Police	572,795.60
Subtotal - General Fund	**1,148,969.83**
BI-PIN	16,038.42
Building Safety	49,329.88
Community Development	3,143.37
Criminal Justice	109,078.11
Equipment Rental	14,023.17
Medical Services	483,302.67
Risk Management	3,990.90
Stormwater	26,597.31
Street	49,705.28
Water & Sewer	176,024.04
Subtotal - Other Funds	**931,233.15**
Total Salaries and Wages	**2,080,202.98**

Benefits

Dental Insurance	26,084.91
DRS Retirement	112,260.97
Employee Assistance Program	28.49
Life Insurance	5,302.85
Long-Term Disability Insurance	6,760.85
Medical Expense Reimbursement Plan	3,450.00
Medical Insurance	380,550.57
Medicare	29,633.09
MissionSquare Deferred Compensation	92,194.07
Social Security (OASDI)	91,790.99
Vision Insurance	3,622.82
WA Paid Family & Medical Leave	5,277.73
Worker’s Compensation Insurance	69,068.10
Total Benefits	**826,025.44**
Grand Total	**$2,906,228.42**

I, Jessica Platt, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of $2,906,228.42 comprised of check numbers 78118 through 78120 and direct deposit numbers 239472 through 239943.

Approved for payment:

Jessica Platt

Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number:	4.e.	Date:	10/7/2025	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Disbursement Agreement: Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center**			
	Department:	City Manager			

Recommendation

Staff recommends Council approve the agreement as presented.

Motion for Consideration

Motion to approve the Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center as presented.

Summary

The Rural County Capital Fund (RCCF) is supported by a 0.09 percent rebate from the Washington State Sales Tax. This rebate does not represent a new or additional tax on residents. The funds generated are either utilized by Benton County or distributed to local government partners within the community for approved economic development projects.

Under typical economic conditions, the RCCF reserve grows by approximately $300,000 monthly, which is divided among five cities, two ports, and Benton County.

On February 4, 2025, the City and County entered into a disbursement agreement in the amount of $7,000,000 to utilize RCCF funds for a portion of the construction costs for the Three Rivers Convention Center expansion. These funds will be applied to construction costs once the bond funds have been exhausted.

At the time of that agreement, both parties agreed to enter into a second agreement allocating $1,000,000 per year toward the debt service payment on the convention center expansion.

The attached agreement proposes the following disbursement schedule to assist with bond debt service payments:

- October 31, 2025: $1,000,000 (to assist with the first bond payment due December 1, 2025)
- 2026-2029: $250,000 per quarter ($1,000,000 annually)

The City will need to renew this agreement to continue utilizing RCCF funds beyond 2029.

Staff recommends approval of the RCCF Disbursement Agreement. Upon City Council approval, the agreement will be forwarded to the County Commissioners for their consideration and approval.

Alternatives

Fiscal Impact

Provides $1,000,000 of RCCF funds towards the December 1, 2025, bond payment and then $250,000 per quarter for 2026-2029 for the debt service of the Three Rivers Convention Center Expansion.

Attachments:

1. Agreement

DISBURSEMENT AGREEMENT

FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement #2 between Benton County (hereinafter “County”) and the City of Kennewick (hereinafter “City”) shall be effective upon execution by both Parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter “Fund”) after April 1, 2016, for the financing of certain “public facilities [projects] serving economic development purposes” as contemplated by Revised Code of Washington (RCW) 82.14.370 and in conformance with Resolution 2017-103, adopted January 31, 2017; and

WHEREAS, the County and the City are authorized, including under RCW 39.34, to contract with each other and with other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the Three Rivers Convention Center (“Convention Center”) located at 7016 West Grandridge Boulevard in Kennewick opened in 2004 as a joint City of Kennewick and Kennewick Public Facilities District (“District”) operation with major renovations in 2017 and 2018; and

WHEREAS, the City and the District undertook a major expansion of the Convention Center facility beginning in 2025 consisting of construction that will add approximately 115,000 square feet of new floor space, including a 60,000-square foot exhibit hall, 20,000 square feet of public lobby and concourse area, and 35,000 square feet of new support and back-of-house space; and

WHEREAS, the costs of the site demolition and preparation, parking lot construction, extension of utilities infrastructure, foundation package, all features of building construction and furnishing, and project management are covered by this Agreement #2, and are referred to as the “Three Rivers Convention Center Expansion,” and hereafter referenced as the “Project”; and

WHEREAS, the expansion is not simply just an enlargement and renovation of the facility, but changes the category of the Convention Center and the types of events it will be able to attract and host, in addition to the adjacent spinoff effects for which it will be a catalyst, including a new hotel and a new 40,000-square foot commercial space, each privately-funded and each of which will be constructed adjacent to the expanded Convention Center; and

WHEREAS, the City had previously requested $7,000,000.00 in reimbursement funding for the Project, that funding coming from the accumulated reserve of the City’s Fund allocation and provided by “Agreement #1” between the County and the City in Resolution 2025-197, adopted March 18, 2025; and

WHEREAS, the $7,000,000.00 of funding provided for by Agreement #1 leverages $13,000,000.00 derived from the City’s own funds, plus financing of an additional $51,000,000.00 for a total Project budget of $71,000,000.00; and

WHEREAS, the City wishes to use future accumulations in an amount totaling $5,000,000.00 of its Fund allocation to assist with paying down the debt resulting from its financing of the Project; and

WHEREAS, the County's evaluation of the Project confirms continued funding eligibility; and the County agrees to the proposed future funding strategy.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree as follows:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for $5,000,000.00 of qualified direct costs incurred by the City for completion of the Project up until, but not after, December 31, 2029; contingent upon: (i) such funds being less than the amount of the Fund balance allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.

2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.

3. The City agrees to use all funds allocated by this Agreement #2 solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.

4. The Parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.

5. This Agreement #2 shall cover a one-time payment during calendar year 2025, followed by a schedule of payments for the four (4) calendar years of 2026, 2027, 2028, and 2029; over which period the City shall invoice the County for $1,000,000.00 by October 31, 2025, and thereafter on a quarterly basis every ninety (90) days according to the following schedule:

INVOICE DATE	INVOICE AMOUNT
March 31, 2026	$250,000.00
June 30, 2026	$250,000.00
September 30, 2026	$250,000.00
December 31, 2026	$250,000.00
March 31, 2027	$250,000.00
June 30, 2027	$250,000.00
September 30, 2027	$250,000.00
December 31, 2027	$250,000.00
March 31, 2028	$250,000.00
June 30, 2028	$250,000.00
September 30, 2028	$250,000.00
December 31, 2028	$250,000.00
March 31, 2029	$250,000.00
June 30, 2029	$250,000.00
September 30, 2029	$250,000.00
December 31, 2029	$250,000.00

6. The County is obligated to pay the City only if sufficient funds are available in the City's Fund allocation to meet said obligation.

7. All invoices shall be mailed to the County at the following address:

   Benton County Commissioners Office

ATTN: Sustainable Development Manager
7122 West Okanogan Place – Suite E333
Kennewick, Washington 99336

8. All approved reimbursement payments will be made via check mailed directly to the City at:

   City of Kennewick
   ATTN: Finance Director
   Post Office Box 6108
   Kennewick, Washington 99336

9. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

10. The City shall be responsible for establishing policies for implementing this Agreement #2, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement #2. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement #2.

11. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including the status of the City's financed debt.

12. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.

13. The records and documents with respect to all matters covered by this Agreement #2 shall be subject to inspection by the Parties during the term of this Agreement #2 and for three (3) years after its termination. This Agreement #2 shall be filed by the City with the Benton County Auditor.

14. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.

15. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense arising out of the County's agreement to disburse funds under this Agreement.

16. The City shall not have the right to assign the rights under this Agreement #2 nor to terminate its obligations hereunder without first securing the written consent of the County.

17. The County's obligation to disburse funds under this Agreement #2 only extends to direct Project costs incurred prior to December 31, 2029 and financed by the City with bonded debt.

18. The Parties may extend this Agreement #2 to continue the debt financing arrangement.

19. This Agreement #2 contains the entire, complete, and integrated statement of each and every term agreed to by and between the City and the County, with the exception of Agreement #1 this Agreement #2 supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement #2 as of the date signed below.

BENTON COUNTY	**CITY OF KENNEWICK**
______________________________	______________________________
Jerome Delvin, Commission Chairman	Gretl Crawford, Mayor
Date: ________________________	Date: ________________________
ATTEST:	ATTEST:
______________________________	______________________________
Clerk to the Board	City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
______________________________	______________________________
Chief Deputy Prosecuting Attorney	City Attorney

Council Agenda Coversheet	Item Number:	4.f.	Date:	10/7/2025	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Interlocal: Kennewick School District & Kennewick Police Department School Resource Officer Agreement**			
	Department:	Police			

Recommendation

Staff recommends Council approve the contract as presented. Upon approval, the Mayor may sign the agreement between the Kennewick School District (KSD) and the Kennewick Police Department (KPD). There are language updates that are mutually beneficial, and this agreement has been reviewed by both legal entities.

Motion for Consideration

Motion to approve the agreement as presented.

Summary

The agreement has some updated language changes that build upon the framework that is already in place between KPD and KSD. This also updates the status of SRO's in all of the high schools and middle schools.

Alternatives

None

Fiscal Impact

No change in fiscal impacts from previous agreements.

Attachments:

1. Agreement

School Resource Officer Agreement

This Agreement, made and entered into this__3__ day of _September, 2025_ by and between the School Board of the Kennewick School District (referred to herein as "District"), and the City of Kennewick (referred to herein as "City"), is for the continuation of the School Resource Officer (referred to as "SRO") program in the public school system of the City of Kennewick.

Witnesseth:

That the District and City through the Kennewick Police Department (KPD) intend to provide law enforcement and related services to the public schools of the City of Kennewick as hereafter described, and that the District and KPD will mutually benefit from the SRO program.

Now, therefore, the terms of this Agreement are as follows:

Article I. Obligation of the City and the SRO's are as follows:

A. Provision of School Resource Officers. The KPD shall assign one (1) regularly employed officer to each of the following schools:

1. Kamiakin High School
2. Kennewick High School
3. Southridge High School
4. Park Middle School
5. Highlands Middle School
6. Horse Heaven Hills Middle School
7. Chinook Middle School
8. Desert Hills Middle School

Upon mutual agreement between the District and the City, additional SROs may be selected and assigned to other schools as outlined in this Agreement.

B. Selection of the School Resource Officers. The Chief of KPD (or his/her designee) and the Principal (or his/her designee) of the school to which the SRO will be assigned shall interview and select the SRO on the basis of the following evaluation criteria:

1. The SRO must have the ability to deal effectively with students.
2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among our young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature so that a positive image of KPD is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he/she is assigned.
3. The SRO must have the ability to provide good quality educational services and/or resources in the area of law enforcement. The education, background experience level and communication skills of the SRO must be of a high caliber so he/she can effectively provide resource-teaching services when requested.
4. The SRO must have the desire and ability to work cooperatively with the Principal and his/her administrative staff.
5. The SRO must be a Washington State-certified law enforcement officer.

C. Regular duty hours of the School Resource Officer:

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. Notification shall be made to the administrative designee when physically leaving the building. The normal shift will be from 7:00 AM to 3:00 PM. The SRO is not required to be on school grounds during "Snow days." This time will be made up per the school calendar.
2. Upon approval, the SRO will be entitled to use annual leave in accordance with the Kennewick Police Officer's Benefit Association (KPOBA) collective bargaining agreement.
3. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Chief of Police of KPD. If the emergency extends beyond three (3) school days, the Principal will be contacted to discuss alternative ways to fulfill the SRO contract.
4. SROs may not report to school due to an illness or other issue reported to their supervisor in accordance with the KPOBA collective bargaining agreement. If an SRO is gone for more than three (3) days, KPD will make every effort to replace the SRO as soon as staffing allows.
5. KPD agrees to ensure an SRO is assigned to every high school. The District understands there may be operational needs within KPD due to staffing or public safety priorities at the time that does not allow KPD to assign an SRO to every middle school. In this event, communication will be made to the District as soon as reasonably possible and KPD will work with the District on a staffing model to share SROs amongst the middle schools. The length of the shared middle school SRO deployment model will be dependent on KPD operational needs, but every effort will be made to return to dedicated SROs as soon as staffing and department needs allow.

D. Duties of the School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Conduct criminal investigations of violations of the law on School District property as assigned by KPD. When the SRO is conducting an on-campus criminal investigative interview in which a student is a suspect, a member of the school administration or their designee will be present.
2. Make arrests and referrals of criminal law violators.
3. Provide law enforcement input into school-based security and assist in maintaining the peace on District property.
4. Secure, handle and preserve evidence.
5. Recover District property through working with other police agencies.
6. Provide counseling to students and/or parents on the request of the Principal or his/her designee.
7. Make referrals to social agencies as appropriate. This does not relieve other mandatory reporters of their responsibilities.
8. Speak to classes on the law, which includes search and seizure, criminal law, motor vehicle law and other topics (as approved by KPD) when assigned to speak by the

Principal or his/her designee.

9. Act as a resource person in the area of law enforcement education at the request of the Principal or his/her designee.
10. Coordinate with other KPD Youth Services staff to ensure consistency and continuity of services.
11. Perform other duties as mutually agreed upon by the Principal and the SRO, as long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with local, state and federal law and the policies and procedures of the KPD and District.
12. Wear the official Class A or Class B police uniform of the KPD, which shall be provided at the expense of the department: however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal, KPD supervisor of the SRO, and the SRO.
13. Follow and conform to all School District policies and procedures that do not conflict with the policies and procedures of the KPD. The Parties to this Agreement shall abide by all rules, regulations, and procedures as outlined in the Civil Rights Act.
14. Maintain a "Monthly Activity Report" or other such reporting regarding his/her activities, as required by the District and KPD. These reports will be due on the fifth (5th) day of each month.
15. Attend all KPD-approved training as required to maintain law enforcement qualifications and certifications as outlined by the KPD supervisor for the SROs. Every effort will be made to provide this training on non-school days.

E. Support services to be provided by KPD. The Police Department or the SRO will provide the following support services:

1. Provide coordination on the development, implementation and evaluation of security programs in the school assigned.
2. Coordinate with school administrators, staff, law enforcement agencies and courts to promote order on the school campuses.
3. Coordinate crime prevention activities at their assigned school.
4. Participate as a member of the school safety committee.
5. Coordinate with the Principal or his/her designee and the KPD SRO supervisor, the scheduling of the SRO at extracurricular activities, including such after-school activities for which reimbursement is due, pursuant to Article III below. Additional KPD personnel for after-school security activities may be requested through the Community/Youth Services Sergeant at KPD.
6. Make presentations to civic groups as requested.
7. Provide information on all offense reports taken by the SRO to the school administration upon request consistent with Revised Code of Washington (RCW) §28A.320.1241.
8. Receive and dispatch complaints via telephone, "Walk-ins" and radio.
9. Maintain and file Uniform Crime Reporting (UCR) records and/or Incident Based Reporting (IBR) records according to Washington State law.

10. Process all police reports.
11. Maintain copies of reports generated by officers in compliance with state and federal laws.
12. Maintain Criminal Justice Standards as required by law.
13. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining and repairing police equipment provided under this Agreement shall be shared equally by the City and District.

Any activity requiring the services of the SRO occurring off campus shall be contingent on the approval of the Chief of Police and/or his designee and the notification of the Principal. The KPD shall coordinate with the Principal for building coverage.

Article II. The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, transfer and dismissal of its personnel.

Article III. In consideration of the services provided herein, the District and City shall share equally in the personnel costs of each SRO. Payments shall be made in quarterly installments, when the quarterly reports are submitted to the District and City. The District shall, however, reimburse the City for all security services performed at school functions occurring after regular school hours. The rate of reimbursement for such after-school activities shall be in accordance with the KPD collective bargaining agreement and "Extra-Duty Employment" policies and procedures. The extra service will be predetermined by the high school Principals and be included in the quarterly installments.

Article IV. Legislative Mandates: The District and KPD will annually review the SRO program using a process that involves parents, students, and community members and adopt an updated agreement as appropriate.

A. Mission and Purpose

The mission of the SRO program is to improve school safety and the educational climate at schools within the District. The purpose of this Agreement is to fulfill the requirements of RCW 28A.320.124(2), which requires an agreement between school districts and the local law enforcement agency for implementation of a School Resource Officer (SRO) program and specifies elements that must be incorporated into such an agreement. Additionally, this Agreement fulfills the requirements of RCW 10.93.160 and formalizes and clarifies the partnership between the District and KPD. This Agreement is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

B. SRO Roles, Duties, and Limitations

The role of the SRO on campus typically involves three (3) parts: educator, informal counselor, and law enforcer. The focus of any SRO working in the District is to keep students out of the criminal justice system when possible. The District shall integrate the SRO into the school community through participation in faculty and student meetings and assemblies as appropriate. SROs shall support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment. The SRO is a valuable team member of School Based Threat Assessment Teams, which are preventative in purpose, and SROs are encouraged to participate consistent with Policy and Procedure 4411 - Relations with Law enforcement, Child Protective Services and the county Health Department and 4520 Cooperative Programs with Other School Districts and Public Agencies.

The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designees, with the support of other school staff. This may include minor violations of the law occurring during school hours or at school activities. SROs will be appropriately trained to know when to interact with students informally to reinforce school rules and when to enforce the law. The SRO program does not diminish the District's authority and shall not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the District. Principals or their designees maintain order and handle all student discipline matters consistent with Student Discipline Policy and Procedure 3300.

C. Requests for Intervention

Teachers and school administrators may ask an SRO to intervene If a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with 3313 - Emergency Removal, 3314 - Student Exceptional Misconduct and 3400 - Student Welfare. SROs do not need to be asked before intervening in emergencies.

As a general rule, law enforcement activity should take place at a location other than school premises. However, there are circumstances where formal law enforcement intervention/activity at school is warranted and may be conducted by an SRO. These law enforcement activities may include Interviews and Interrogations; search of a student's person, possessions, or locker; citations, filing of delinquency petitions, referrals to a probation officer, actual arrests, and other referrals to the juvenile justice system, consistent with 4411 - Interview and Interrogations of Students on School Premises, and 3230 - Student Privacy and Searches, 4314 - Disruption of School Operations.

Per RCW 10.93.160, SRO duties do not extend to immigration enforcement and the SRO will not Inquire into or collect information about an individual's immigration or citizenship status or place of birth. The SRO will not provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, consistent with 4411 - District Relationship with Law Enforcement and other Government Agencies.

D. Training of SRO

The SRO is an employee of KPD. KPD retains the authority and responsibility for training its employees, including SROs. By signing this Agreement, KSD confirms SROs assigned to the District have been trained in all areas required by RCW 28A.320.124(1), including:

1. Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
2. Child and adolescent development;
3. Trauma-informed approaches to working with youth;
4. Recognizing and responding to youth mental health issues;
5. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
6. Collateral consequences of arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;

7. Local and national disparities in the use of force and arrest of children;
8. De-escalation techniques when working with youth or groups of youth;
9. State law regarding restraint and isolation in schools, including RCW 28A.600.485;
10. Bias-free policing and cultural competency, including best practices for Interacting with students form particular backgrounds, including English learners, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), and immigrants; and
11. The federal Family Educational Rights and Privacy Act (FERPA) (20 United State Code § 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes.

E. Complaint Resolution

In the event there is a complaint concerning the performance of either Party, the SRO or the Building Principal shall notify the other upon receipt of such complaint for the purposes of facilitating proper investigation handling of such complaint. . Both Parties should inform the other of performance issues as they arise, so they can be addressed in a timely fashion and the positive working relationship be maintained. For the District, all issues regarding the SRO should be reported to the Community/Youth Services Sergeant and if needed the Special Services Commander or designee. For the KPD, all issues regarding KSD staff should be reported to the Director of Student Services and if needed the Assistant Superintendent of K-12 Education or designee. KPD and the District will work together to address these issues and maintain operational effectiveness. If either Party believes they are unable to resolve the situation, then KSD will follow Article VI of this Agreement. KPD will submit in writing to the superintendent the details at issue and request further communication or intervention..

F. Data Collection and Reporting

The SRO, KPD, and the District shall work together to ensure the proper collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by School, offense type, race, gender, age, and students who have an individualized education program (IEP) or plan developed under Section 504 of the Federal Rehabilitation Act of 1973. Data collection shall be maintained by the law enforcement agency.

Article V. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the District.

Article VI. To transfer an SRO from his/her position at his/her assigned school, the following procedure must be followed:

The Principal will recommend to the Superintendent or designee that the SRO be removed from the program at his/her school, stating the reasons for the recommendation in writing. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee to mediate or resolve any problem that may exist between the SRO and staff at his/her assigned school. With the agreement of the Superintendent and the Chief of Police or their designees, the SRO, or specific members of the staff from the school, may be required to be present at the mediation meeting. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved or mediated, in the opinion of both the Superintendent and the Chief of Police or their designees, then the SRO will be removed from the program at the school and a replacement will be selected as provided elsewhere in this Agreement.

There may be occasions when KPD elects to reassign an SRO to other duties within the Department. These may include, but are not limited to, promotion, career development opportunities for other personnel, discipline, etc. If KPD reassigns the SRO, adequate notice will be provided to the District and the Principal or his/her designees, will be asked to participate in the selection process for the replacement SRO.

Article VII. The term of this Agreement shall be continuous. The City shall provide the District with a yearly estimate of personnel costs as outlined in the collective bargaining agreement between the City of Kennewick and the Kennewick Police Officers Benefit Association. This estimate will be provided by January 30th of each year. The District shall receive the SRO services described in Article I starting five days prior to school beginning and shall continue through the school year.

Article VIII. The obligations of the District are as follows:

A. The District shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities reasonably necessary to the performance of the duties of the SRO, enumerate herein:

1. Reasonable access to a private office, which is properly lit, with a telephone to be used for general business purposes.
2. Reasonable access for the SRO and other officers to school facilities, including the rooftop, to ensure security and enhance operational effectiveness of incidents or investigations happening at a school or nearby properties when:
    - A. The SRO has communicated with the principal about the incident prior to access if it is during school hours and such access does not disrupt the learning process, expect in an emergency directly affecting the school. If after school hours, the SRO gives a report to the principal the following school day.
    - B. The SRO is working with other officers to increase safety at or around the school
    - C. The SRO and any other officer or City of Kennewick employee holds harmless the District for any injury that may occur from accessing a District facility.
2. A location for files and records, which can be properly locked and secured.
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies (i.e., paper, pencils, pens, etc.).
4. Access to a computer workstation.
5. Lockable gun safe.

B. The District in conjunction with the Principal of the school where the SRO is assigned has the responsibility to:

1. Facilitate cooperation between the SRO, faculty and staff of the assigned school.
2. Reasonably inform the SRO of activities and events pertaining to their assignment.
3. Include the SRO in regular meeting with the staff at their assigned school when matters touch and concern the SRO duties.

4. Facilitate team building between the SRO and all members of the assigned school.

The nature and extent of the District's duties as outlined in this Article VIII shall be limited to that which are reasonably necessary to avoid frustration of the purpose of the contract and facilitate the duties of the SRO.

Article IX. The City and District will collaborate on identifying and accessing funding sources for the SRO program that includes but are not limited to state and federal grants.

Article X. This Agreement may be terminated by either Party (including individual high schools) upon thirty (30) days' written notice that the other Party failed substantially to perform in accordance with the terms and conditions of the Agreement through no fault of the Party initiating termination. This Agreement may also be terminated without cause by either Party upon thirty (30) days' written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District

shall be entitled to a prorated refund, in accordance with the formula contained in Article VII, for each day that SRO services are not provided because of the termination of this Agreement.

Article XI. The City and the District promise to defend, indemnify and hold harmless each other from any loss, claim or liability arising from or out of the negligent actions or inactions of its own employees, officers and officials. Nothing herein shall be interpreted to:

a. Waive any defense arising out of Title 51 RCW.
b. Limit the ability of the City or District to exercise any right, defense, or remedy which it may have with respect to third parties or employees whose action or inaction give rise to loss, claim or liability, including but not limited to, an assertion that the employee acted beyond the scope of employment.
c. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Limitation of Indemnification. Notwithstanding the foregoing, the District shall not be obligated to provide indemnification for matters involving any allegation of negligent hiring, training or supervision, nor for allegations related to Civil Rights violations under 42 USC § 1983, nor Washington Law Against Discrimination (WLAD) arising from or in any way connected to the performance of the SRO. Further, the City shall indemnify, defend and hold the District harmless against any such allegation, claim, cause of action, administrative complaint and the like.

Article XII. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed to the addresses provided below:

City of Kennewick
Attn: Kennewick Police Chief

Kennewick School District
Attn: Superintendent

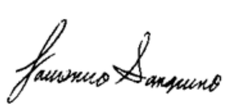
Article XIII. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement.

Article XIV. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Article XV. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Article XVI. This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings or representations exist outside of this document, with the exception of any documents expressly referenced in this Agreement. Any prior agreements whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Kennewick	**Kennewick School District**
______________________	______________________
Gretl Crawford Mayor	Chairperson Kennewick School Board
Attest:	Attest
______________________	______________________
Krystal Johnston City Clerk	Kennewick School Board- Ex Officio Secretary
Approved as to Form:	Approved as to Form:
	______________________
Laurencio Sanguino City Attorney	Drew White Kennewick School District General Counsel

Council Agenda Coversheet	Item Number:	4.g.	Date:	10/7/2025	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Professional Services Agreement for Data Governance Framework and Strategic Plan with CompuNet in the Amount of $59,250**			
	Department:	Executive Services			

Recommendation

Staff recommends approval of the contract as presented.

Motion for Consideration

Motion to approve the contract as presented.

Summary

The IT Leadership team is focused on building a Data Management and Governance Plan that address issues in multiple categories: Program Design, Data Classification, Regulatory Control Requirements, User Access Controls, Encryption, Retention and Disposal Controls, Monitoring, and Audit Controls. This contract will provide professional services to build the Governance and Strategic Plan.

Alternatives

The alternative is to deny approval of the contract; this option is not recommended.

Fiscal Impact

There is an initial impact to the IT budget that will be offset with 23-SLCGP grant funds. The grant is funded under 23-SLCGP agreement # E25-297 approved by Council at the start of the year.

Attachments:

1. Contract

Data Governance Framework and Strategic Plan Development

Date: 09/10/2025
Prepared For: Tracy Troutman
Prepared By: Mitch Peterson, Branden Edwards, Pete Insall, Jason Tupeck, Amanda Blewett

1111 S. Silverstone Way, Suite 200 | Meridian, ID 83642
www.compunet.biz

ENGAGEMENT SUMMARY

This Statement of Work ("SOW") is made as of the date of the last signature below (the "Effective Date") by and between City of Kennewick ("Customer") and CompuNet, Inc. This SOW is made a part of and is subject to the Terms and Conditions (Appendix A). Collectively, this SOW, and Appendix A are referred to as the "Agreement." CompuNet, Inc. will provide services to Customer under this Agreement as further described below.

Overview Of Services

Executive Summary

The City of Kennewick ("Customer") has identified the need to establish a comprehensive Data Governance Framework and Strategic Plan to address critical gaps in data management, security, and compliance. This initiative is foundational to the Customer's broader cybersecurity objectives and aligns with multiple elements of the State of Washington Cybersecurity Plan. Partnering with CompuNet, Inc. ("CompuNet") to deliver these services, this project will provide a clear roadmap for managing and protecting data, ensure regulatory compliance, and mitigate risks associated with data sprawl, duplication of data, and inadequate retention policies.

The engagement will begin with CompuNet's review of Customer's existing Data Governance Documentation, including the data management plan, data classification framework, and data security-related policies . After a thorough analysis, CompuNet will provide recommendations aligned to industry standards and regulatory requirements for Customer to further develop and mature its documentation.

A critical step in understanding sensitive data requirements in Customer's environment, the next phase of the project will involve Business Workflow & Critical Data Mapping across the organization. Through a series of collaborative work sessions, CompuNet will guide Customer's business divisions and departments through a structured approach to identify, classify, and document secure data requirements for critical business processes.

Building upon the information learned in the previous phases, the project will conclude with the development of a Data Management Strategic Plan. This plan will address the gaps and prioritize future data security risk mitigation projects, providing Customer with a clear path toward full maturity of its Data Governance Framework.

Project Overview

CompuNet will provide committed support over the period of 12 weeks, working with Customer to complete the following objectives:

- Conduct a thorough review of existing data governance framework documentation and related policies, identifying areas for improvement.
- Create tools, templates, and documentation to support business units in mapping workflows to

critical data management processes, enabling greater accountability and consistency across departments.
- Develop a strategic, phased approach to align data governance efforts with business needs and regulatory requirements.
- Provide actionable recommendations for implementing tools and technologies to automate and streamline data governance processes.

Location

Work will be completed off site and as needed at the following Services Locations:

City of Kennewick
PO Box 6108
Kennewick, WA 99336

Engagement Timeline

Project Duration is expected to take up to twelve weeks.

After the Statement of Work (SOW) is fully executed or a Purchase Order is received, CompuNet will reach out to the Customer within two weeks to schedule the initial meetings. This two-week period allows CompuNet's project team to coordinate schedules, complete prior critical-path commitments, and prepare all necessary materials for the engagement startup.

SERVICE & DELIVERABLES

Project Planning & Management

1. CompuNet prepares project startup materials.
2. CompuNet schedules Project Kickoff Meeting with Customer, up to thirty (30) minutes in duration and held via webcast, to discuss, develop, agree upon:
    - Timeline and phase planning.
    - Roles, responsibilities, and reporting schedules.
    - Delivery of Customer brand materials and guidelines.
    - Request copies of existing Customer documentation, including:
        - Plans and/or policies that govern any aspect of Customer's data management or data security strategy.
        - Data governance and/or data classification frameworks.
        - Applicable laws, rules, and regulations pertaining to Customer's data management.
        - Current process documentation pertaining to data management and/or handling.
3. CompuNet prepares for and leads the Project Kickoff Meeting.
4. CompuNet coordinates with Customer to schedule a series of six (6) Biweekly Status Meetings, each up to thirty (30) minutes in duration and held via webcast.
    - Note: When conflicts arise and a meeting is not possible, Customer may request delivery of a

written Biweekly Status Report.

5. CompuNet develops a Communications Plan to support Customer in raising project awareness, identifying and engaging business representatives, assigning pre-work, and explaining objectives and/or desired outcomes. Components of the Communications Plan may include:
    - Explanation of the project's goals and objectives
    - Qualities of a good division/department representative
    - Example list of systems and applications
    - Items to come prepared with to work sessions
    - Pre-work Survey instructions and link
6. CompuNet project manages all phases and activities for the duration of the engagement.

Deliverables

- Project Kickoff Meeting
- Biweekly Status Meetings
- Communications Plan

Data Governance Documentation Analysis

1. Per the Project Kickoff Meeting, Customer shares final and in draft copies of existing documentation with CompuNet.
2. CompuNet schedules up to two (2) Documentation Review Sessions with Customer, each up to ninety (90) minutes in duration and held via webcast, to discuss, review, and understand the existing framework(s), plans, policies, procedures, and known challenges. The purpose of the Review Sessions will be to:
    - Gather context and clarify Customer's current data governance practices.
    - Clearly define Customer's goals for improving their data governance framework.
    - Discuss known and suspected pain points, challenges, and areas for improvement.
3. CompuNet spends up to twenty-four (24) hours comprehensively reviewing submitted documentation to identify gaps in the structure, missing sections, and any missing data security-related policies in alignment with NIST and CIS control families and regulatory requirements applicable to Customer.
4. CompuNet drafts a Data Governance Documentation Analysis Report, incorporating all findings from the review process in Step 3.
5. CompuNet schedules a meeting with Customer, up to ninety (90) minutes in duration and held via webcast, to review and discuss the Data Governance Documentation Analysis Report. Customer may provide up to one (1) round of changes; CompuNet integrates changes.
6. Customer reviews and finalizes the Data Governance Documentation Analysis Report.
    - Customer may follow the guidance provided by CompuNet by updating their documentation and implementing the recommendations with internal resources or requesting additional support from CompuNet Consultants and Engineers.
    - If requested by Customer, CompuNet drafts and delivers a Project Change Request outlining scope, methodology, and professional fees for any desired documentation changes to be completed by CompuNet.

Deliverables

- Documentation Review Sessions

- Data Governance Documentation Analysis Report

Business Workflow & Critical Data Mapping

1. CompuNet develops and delivers the Pre-work Survey and Business Workflow & Critical Data Mapping Workbook Template used for data gathering.
    - The Pre-work Survey will focus on gathering essential business unit functions/processes and supporting datasets.
2. CompuNet schedules meeting with Customer to review the Pre-work Survey and Business Workflow & Critical Data Mapping Workbook Template. Customer may provide up to one (1) round of changes; CompuNet integrates changes.
3. Customer reviews and finalizes the Pre-work Survey and Business Workflow & Critical Data Mapping Workbook Template.
4. Customer identifies up to twenty (20) members of division and/or department leadership to take part in a Department Head Introductory Meeting.
5. CompuNet coordinates with Customer to schedule one (1) Department Head Introductory Meeting, up to one (1) hour in duration and held via webcast. The Department Head Introductory Meeting will cover the following topics:
    - Project overview
    - Scheduling logistics
    - Overview and expectations for business unit representative assignments and participation
6. CompuNet collaborates with Customer to prepare for and lead the Department Head Introductory Meeting.
7. Customer identifies up to twenty-five (25) business units in scope for data gathering. Customer identifies up to three (3) representatives per business unit to participate in the Business Workflow Interviews.
8. Customer distributes Pre-work Survey to business unit representatives, allowing up to two (2) weeks for completion.
    - Results of the Pre-work Survey will be used to prepopulate a Business Workflow & Critical Data Mapping Workbook Template for each business unit.
9. CompuNet coordinates with Customer to schedule up to eight (8) in-person Business Workflow Work Sessions. Each session will be up to two (2) hours in duration and follow the same agenda, which includes:
    - A project overview, education, and context for Customer's data protection initiative.
    - A review of the Data Classification Framework and defined data labels.
    - A request to identify which business processes and workflows access, create, or modify data and meet one (1) or more of the label definitions.
    - For each data source identified, business unit representatives will be asked to document the following information.
        - Ownership - which business unit or role is the primary record holder for this data?
        - Role Access - which roles within their business unit interact with this data?
        - Data Location(s) - where is this data stored? If multiple locations, which is the primary/legal record?
        - External Publication - in your workflow, is this data shared with parties outside of Customer's environment?

- Identification of any additional business unit data that may require unique classification.
- Note: CompuNet recommends the Business Workflow Work Sessions be scheduled over four (4) consecutive days, with a morning and afternoon session each day to provide ample scheduling opportunities for representatives. All scheduling will be done *at least* two (2) weeks before the sessions are held.

10. CompuNet prepares for and leads the Business Workflow Work Sessions.
    - Note: Participants should come prepared with a laptop or device with Microsoft Office installed, as each business unit will complete their own Business Workflow & Critical Data Mapping Workbook during the Business Workflow Work Sessions.
11. CompuNet conducts follow-up with business unit representatives, as needed, via email and webcast to complete data gathering.
12. CompuNet synthesizes the Business Workflow & Critical Data Mapping data and updates the Data Classification Framework with new data categories (labels), key findings, and repeated themes.
13. CompuNet leverages Biweekly Status Meeting with Customer to review the consolidated Business Workflow & Critical Data Mapping Workbooks and updated Data Classification Framework.
14. Customer reviews and finalizes the Business Workflow & Critical Data Mapping Workbooks, Data Classification Framework and implements changes in supporting documentation, where applicable.

Deliverables

- Department Head Introductory Meeting
- Business Workflow & Critical Data Mapping Workbooks
- Pre-work Survey
- Business Workflow Work Sessions
- Updated Data Classification Framework

Data Governance Strategic Plan

1. CompuNet develops a Data Governance Strategic Plan Template designed to highlight projects and activities Customer needs to complete in order to become fully compliant with its Data Governance Framework.
2. CompuNet leverages a Biweekly Status Meeting to review the Data Governance Strategic Plan Template with Customer. Customer may provide up to one (1) round of changes; CompuNet integrates changes.
3. Customer reviews and finalizes the Data Governance Strategic Plan Template.
4. With guidance from CompuNet, Customer identifies up to ten (10) internal stakeholders to participate in the Strategic Plan Development Interviews.
    a. Example areas of expertise, knowledge, or familiarity qualifying someone to be an internal stakeholder:
        - Legal and regulatory requirements
        - Privacy and security practices
        - Risk management
        - Data lifecycle management practices, tools, and policies
        - Data architecture, infrastructure, and reporting tools
        - Cybersecurity
5. CompuNet coordinates with Customer to schedule up to four (4) Strategic Plan Development Interviews, each up to ninety (90) minutes in duration and held via webcast.

   a. Content generated and gathered during each interview will be used to populate customized sections within the Data Governance Strategic Plan Template.
6. CompuNet leverages outcomes of and data gathered during previous project phases, and the Strategic Plan Development Interviews to draft the Data Governance Strategic Plan.
7. CompuNet schedules meeting with Customer to review the Data Governance Strategic Plan draft. Customer may provide up to two (2) rounds of changes; CompuNet integrates changes.
8. Customer reviews and finalizes the Data Governance Strategic Plan.
9. Customer drafts an Executive Summary Presentation for internal stakeholders providing a detailed walkthrough of the project methodology and findings.
10. Leveraging a Biweekly Status Meeting, Customer and CompuNet review the Executive Summary Presentation. Customer provides input, CompuNet integrates changes.
11. Customer reviews and finalizes the Executive Summary Presentation.
12. Customer identifies members of an internal audience for the Executive Summary Presentation.
13. Customer coordinates with CompuNet to schedule one (1) Executive Summary Presentation, up to ninety (90) minutes in duration, held in-person and/or via webcast.
14. Customer prepares for and leads the Executive Summary Presentation. CompuNet attends via webcast and supports Customer, as needed, in the answering of questions regarding methodology, findings, and next steps.

Deliverables

- Data Governance Strategic Plan Template
- Strategic Plan Development Interviews
- Finalized Data Governance Strategic Plan

Additional Assumptions & Exclusions

- Customer will assign a Project Manager and/ or Project Sponsor to CompuNet’s lead consultant and that Project Manager/ Sponsor will have authority to sign off on all final deliverables for Customer.
- The Project Manager and/ or Project Sponsor will schedule personnel for all meetings, workshops, and interviews in coordination with CompuNet. Customer takes responsibility for identified Customer personnel to attend scheduled meetings, workshops, and interviews to meet project deadlines, or will work with CompuNet’s lead consultant to agree upon a new project deadline.
- Information requested by CompuNet will be provided by Customer within reasonable timeframes.
- Customer will be required to periodically review and agree to work-in-progress.
- All draft and final documents generated as part of an engagement will be delivered in a digital format; Customer may publish reports and materials at their discretion.
- Architect and engineering work including solution design, strategy, configuration, remediation, or implementation of technical controls in any part of the technical environment is out of scope. CompuNet can assist in these areas if a Change Order or separate SOW is agreed upon and signed by CompuNet and Customer.
- CompuNet may require up to two (2) weeks to schedule first Customer meetings after the SOW has been signed or a PO has been issued to CompuNet, to allow for coordination of existing schedules and the preparation of engagement startup materials.
- Any in-person work sessions or interviews will be held in accordance with Customer's policies for work on premises, including COVID-19 policies.

PROFESSIONAL FEES

Pricing for the proposed scope of work is as follows:

	Extended Amount
Phase 1: Project Planning & Management	
CompuNet Services	$5,000.00
Phase 2: Data Governance Documentation Analysis	
CompuNet Services	$11,500.00
Phase 3: Business Workflow & Critical Data Mapping	
CompuNet Services	$24,500.00
Phase 4: Data Governance Strategic Plan	
CompuNet Services	$15,250.00
Totals	
Service Fees	$56,250.00
Estimated Expenses	$3,000.00
Total Service Fees & Estimated Expenses	$59,250.00

This is a fixed - fee engagement.

CompuNet will invoice Customer for each phase separately upon phase completion.

Taxes or other Fees

Customer acknowledges and agrees that the charges set forth in this SOW may be subject to applicable taxes and/or fees, which can vary based on the location and nature of the Services provided. These may include but are not limited to sales tax, use tax, or other indirect fees imposed by federal, state, or local authorities. Any additional taxes or fees will be detailed on the invoice for the affected Services.

Travel & Expenses

CompuNet, Inc. will bill Customer for expenses in conjunction with this Project at actual cost.

Amendments

This SOW may only be changed by a written amendment executed by an authorized representative of each party. The amendment must expressly refer to the SOW being amended; no amendment is binding or effective until it is completed by an authorized officer of each party as provided herein.

COMPUNET TEAM & RESPONSIBILITIES

The following contractor resources will be dedicated to this project:

Mitch Peterson
Account Executive
(509) 795-8255
mpeterson@compunet.biz

Branden Edwards
Solutions Architect
(509) 795-8266
bedwards@compunet.biz

Pete Insall
Program Architect
(480) 355-2267
pinsall@compunet.biz

Jason Tupeck
Consultant
(406) 922-5614
jtupeck@compunet.biz

Amanda Blewett
Project Manager

ablewett@compunet.biz

CUSTOMER ACCEPTANCE

Pricing is effective if Statement of Work is signed by 10/10/2025.

Customer authorizes CompuNet to deliver consulting services under the terms defined in this Statement of Work. In addition, you hereby represent that the signatory below is duly authorized to execute this Agreement on Customer's behalf. The Effective Date of the Agreement is the date of last signature below.

For: City of Kennewick	For: CompuNet, Inc.
By:	By: Thomas McFarlin
Name: Erin Erdman	Name: Tom McFarlin
Title: City Manager	Title: Vice President of Operations
Date Signed: October 7, 2025	Date Signed: 09/10/2025
Notice Address: 210 W 6th Avenue Kennewick, WA 99336	Notice Address: 1111 S. Silverstone Way, Suite 200 Meridian, ID 83642
Customer PO:	Attn: Tom McFarlin

APPENDIX A: TERMS & CONDITIONS

By signing a quote ("Quote") or statement of work ("SOW") issued by CompuNet, or by issuing a purchase order or statement of work with CompuNet which references a CompuNet issued Quote or SOW, Customer agrees to the following standard terms and conditions:

1. License. The Quote or SOW provided by CompuNet, Inc. ("CompuNet") with these terms and conditions ("Terms") is for services ("Services") provided by CompuNet, its contractor, or a third party. Services do not include third party services identified in a Quote and sold under a SKU; these are covered by CompuNet's standard terms and conditions for Products. Certain documentation, materials or tangible items (collectively, "Deliverables") may be provided with the Services pursuant to a License. In that case, subject to the License, Customer has no ownership interest in the licensed Deliverables, and CompuNet or a third-party licensor, as applicable, will own all right, title and interest in such licensed Deliverables. By signing a Quote or issuing a Purchase Order in response to it, Customer agrees to review any End User License Agreement (EULA) or Subscription Agreement (SA) applicable to any Deliverable included in a Quote or SOW, and agrees to be bound by any applicable EULA or SA.
2. Payment. Customer will promptly pay the amounts set forth in the Quote or SOW. For (a) Services which are purchased on a subscription basis, where Customer extends the subscription on a self-service basis beyond the term set forth in the Quote or SOW, or (b) Services which are purchased by Customer on a self-service basis beyond the quantities set forth in the Quote or SOW, using an account number associated with the purchases initially made pursuant to the Quote or SOW, including through a third-party online portal, Customer shall be invoiced by CompuNet and shall be subject to any price increases imposed on CompuNet by the third-party Service provider. All amounts are due and payable upon receipt of invoice from CompuNet, and shall be paid in no event later than 30 days from invoice date, unless otherwise mutually agreed in writing. Customer agrees to timely make all payments for the duration of any subscription period set forth in the Quote or SOW. For any Services purchased on a subscription basis and subject to automatic renewal under the terms of the Quote or SOW or a third-party provider's terms and conditions, Customer agrees to make all payments for the duration of any renewal subscription period, unless Customer provides written notice of non-renewal to CompuNet the earlier of (a) 30 days before the expiration of the current subscription term, or (b) as required in the Quote or SOW or in the third-party provider's terms and conditions. Any amounts not timely paid will bear interest at the rate of 1.5% per month. Customer will pay to CompuNet the reasonable costs, including attorney fees, incurred by CompuNet in collecting any unpaid and overdue amount. Unless specified in the Quote or SOW, customer will be responsible for all shipping, handling, taxes, and import fees and costs related to Deliverables. CompuNet reserves the right to cancel any Quote or SOW arising from incorrect pricing or other errors in information relied upon by CompuNet.
3. Acceptance. "Acceptance" shall occur, for Services and Deliverables, upon the passage of three (3) business days after CompuNet's notice to test and accept or reject, without written notice of rejection by Customer detailing the Services rejected and the alleged deficiencies. In the case of timely rejection of Services, CompuNet shall correct the noticed deficiencies and re-notice Customer, and the acceptance procedure will be repeated to a maximum of thirty (30) days from the original rejection notice. If uncorrected deficiencies then remain, Customer may, as its sole remedy as to those Services that it has not Accepted, (a) terminate the applicable Statement of Work, and (b) obtain a refund for the rejected Services. Customer shall remain responsible for the value of those

Services not rejected and shall timely pay all undisputed invoiced amounts.

4. Use. With respect to licensed Deliverables, Customer shall not directly or indirectly: (a) use, copy or reproduce them except as permitted under the applicable License; (b) exceed the subscribed quantities, users or other entitlement measures of the Deliverables as provided in the applicable License; (c) assign, sell, sublicense, rent, lease, time-share, or otherwise transfer the rights granted to Customer under any License; (d) modify or reverse engineer the Deliverables; (e) decompile, attempt to derive the source code or underlying algorithms of any part of, or attempt to recreate the Deliverables; (f) use them for any purpose competitive with CompuNet or the third-party provider; (g) create derivative works based to any extent upon them; (h) interfere with the integrity or performance of the Deliverables; (i) attempt to gain unauthorized access to the Deliverables their related systems or networks, circumvent any related security measures, or perform unauthorized penetrating testing on the Deliverables; (j) use them to infringe on the intellectual property rights or privacy rights of any third party, or to store or transfer unlawful data; or (k) send, store or process in the Deliverables any personal health data, personal financial data or other such sensitive regulated data not required by the Documentation or permitted by the License, or any data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State.
5. Suspension of Service. Without limiting any other remedies available to it, CompuNet may suspend Customer's Services or access to Deliverables or request that the third-party Service provider suspend such Services or access to Deliverables, without liability if: (a) CompuNet reasonably believes that the Services or Deliverables are being used in violation of these Terms or applicable law; (b) requested by a law enforcement or government agency or otherwise to comply with applicable law; (c) Customer fails to timely pay any invoice for the Services or Deliverables, including but not limited to periodic payment amounts for subscription based Services or (d) Customer ceases doing business, seeks bankruptcy protection, is placed in receivership, or makes an assignment for the benefit of creditors. Information on a third-party provider's servers may be unavailable to Customer during any such suspension of access. CompuNet will use commercially reasonable efforts to give Customer at least 24 hours' notice of a suspension unless it determines in its sole judgment that a suspension on shorter or no notice is necessary to protect CompuNet or the third-party provider.
6. Indemnity. Customer will defend, indemnify, and hold CompuNet and its officers, directors, employees, contractors and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (a) breach of any obligation under any License; (b) breach of any obligation under these Terms; (c) actual or alleged use of Services or Deliverables in violation of law by Customer or any authorized users; or (d) actual or alleged infringement or misappropriation of third party intellectual property rights arising from data used with the Deliverables.
7. Warranty. CompuNet warrants to Customer that it will (a) perform the Services in a workmanlike manner, using qualified personnel, consistent with commercially reasonable industry practices and in compliance with applicable laws, and (b) perform the Services in accordance with policies and procedures provided by Customer in writing regarding on-site security and workplace rules. CompuNet disclaims all other warranties, express, implied or statutory regarding the Services, including but not limited to warranty of fitness for a particular purpose, merchantability, or arising from a course of dealing, performance, usage, trade practice, or custom.
8. Limitations of Liability. (a) CompuNet shall not be liable to Customer for any loss of revenue or

profits, or any indirect, special, incidental, consequential or punitive damages in connection with the Services or Deliverables, whether in contract, tort, warranty, indemnity or any other legal theory, and whether or not Customer has been advised of the possibility of such damages. (b) In no event shall CompuNet's liability to Customer be more than the total amount paid by Customer to CompuNet under the SOW for the Services or Deliverables as to which a claim by Customer relates. These limitations apply notwithstanding any claim that they cause any remedy to fail of its essential purpose.

9. Changes. A Quote or SOW becomes a binding contract on the terms set forth in it (including these Terms) when it is accepted by Customer either by acknowledgment or by requesting commencement of performance by CompuNet pursuant to the Quote or SOW. CompuNet objects to and rejects any conflicting or additional terms contained in a purchase order, acceptance, acknowledgement, or other documents issued or delivered by Customer in response to the Quote or SOW. A Quote or SOW cannot be modified except by written agreement signed by an authorized representative of CompuNet.
10. Governing Law. The laws of the State of Idaho, USA govern the interpretation of these Terms, regardless of conflict of laws principles. Customer consents to the exclusive jurisdiction of the federal and state courts in Ada County, Idaho, USA for any dispute arising under or relating to these Terms. TO THE EXTENT NOT PROHIBITED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS.
11. Survival. Customer's obligations under these Terms will survive the expiration or other termination of any License or Customer's subscription for any Services or Deliverables.
12. Assignment. Customer may not assign these Terms without the prior written consent of CompuNet. Any other purported assignment of these Terms will be void. CompuNet may assign its rights and obligations hereunder without limitation.
13. Entire Agreement. These Terms together with the Quote and SOW constitute the entire agreement between the parties regarding their subject matter and supersede all prior discussions and writings between the parties with respect to the same, except to the extent Customer and CompuNet are parties to a Master Product and Services Agreement or similar master agreement ("Agreement"), in which case the terms of such Agreement shall control to the extent they directly conflict with these Terms. These Terms shall supplement such Agreement to the extent they do not directly conflict and are not voided by Sections 5(a) or 6(a) of the Agreement or any similar provision voiding non-conflicting terms in adding to the Agreement's terms.
14. Miscellaneous. Customer warrants that it has the right to enter into these Terms and that the Quote or SOW has been executed or otherwise accepted by an authorized representative of Customer. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy. If any provision of these Terms becomes unenforceable or illegal, it will be reformed to the minimum extent necessary for these Terms to otherwise remain in effect. CompuNet is not an agent, partner, or joint venturer of Customer.

Council Agenda Coversheet				
	Item Number: 4.h.	**Date:** 10/7/2025		**Category:** Consent Agenda
	Item Type: Contract/Agreement/Lease			
	Subject: **Contract Award: Columbia Park East Boat Launch Floats; RFB 25-021**			
	Department: Executive Services			
	Project #: K2107	**Contract #:** 25-024		

Recommendation

Staff recommends awarding Contract 25-024 Columbia Park East Boat Launch Floats to Tapani Inc in the amount of $553,465.60 plus a 10% contingency amount of $55,346.56 for a total amount of $608,803.16 and authorizing the City Manager to execute the contract.

Motion for Consideration

Motion to award the project to Tapani Inc as presented and authorize the City Manager to execute the contract.

Summary

Ten (10) responsive bids were received on September 25, 2025:

Tapani Inc	$553,465.60	Engineer's Estimate	$960,000.00
Bergerson Construction	$617,113.60		
Wesslen Construction	$626,198.40		
Neptune General Contractors	$635,147.20		
Goodman and Mehlenbacher	$667,765.44		
Marine Floats LLC	$730,489.73		
SCI Industrial Services LLC	$731,680.00		
Bellingham Marine Industries	$758,880.00		
Surowiecki Brothers Construction	$797,939.20		
Civil Built LLC	$912,452.29		

The work involves the removal of the existing floats at the Columbia Park East Boat Launch and the replacement with newly fabricated floats that allow for greater light penetration, resulting in an improved environment for native fish.

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

Alternatives

None.

Fiscal Impact

This project is funded by Department of Commerce grant award in the the amount of $727,250.

Attachments:
None

Council Agenda Coversheet					
	Item Number:	4.i.	**Date:**	10/7/2025	**Category:** Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Grant: Columbia Park East Boat Launch Floats - Grant Award Approval**			
	Department:	Executive Services			
	Contract #:				

Recommendation

Staff recommends approving grant award 26-96647-064 in the amount of $727,250.00 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to approve the grant award totaling $727,250.00 as described and authorize the City Manager to execute the contract.

Summary

City staff identified available grant funding through Washington State Department of Commerce for the needed improvements at the Columbia Park East Boat Launch. In July the grant was awarded. The value of the grant is $727,500.00 and is non-matching. Bids for the work were received on September 25th, 2025 and the low bidder was below the grant amount so the project will be 100% grant funded. Per the grant guidelines the City has submitted the low bid amount to the Department of Commerce and Commerce will forward the Award Contract to the City for execution. City Staff are working with Commerce to identify related work that can be completed with the estimated $164,000 grant funds remaining after the float replacement is complete.

Alternatives

An alternative is to postpone the work; this alternative is not recommended.

Fiscal Impact

No financial impact exists, the grant award will cover project work 100%

Attachments:

1. Award

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*

July 21, 2025

Nick Farline
City of Kennewick
210 W 6th Ave
Kennewick, WA 99336

Dear Nick:

Congratulations! Governor Ferguson recently signed the 2025-27 State Capital Budget, which includes an appropriation of $750,000 for the Columbia Park East Boat Launch Replacement Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of $50,000) to cover our administrative costs. Accordingly, your net grant award will be $727,500.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans;
- for nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date, the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over $250,000;
- prevailing wages must be paid for all construction labor costs incurred as of May 20, 2025;
- review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02);
- comply with the state's green buildings standards (RCW 39.35D); and
- five percent of your contracted amount will be held back until project completion.

Please fill out the Contract Readiness Survey and submit at your earliest convenience.
Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Emily Hafford, at Emily.Hafford@commerce.wa.gov.

Sincerely,

Addeline Craig, Managing Director
Community Capital Facilities

Council Agenda Coversheet					Category:
	Item Number:	4.j.	**Date:**	10/7/2025	Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Grant: Assistance to Firefighters Grant Award (AFG) for Hazmat and Technical Rescue Team Training**			
	Department:	Fire			

Recommendation

Staff recommends authorizing the City Manager (or designee) to accept the grant award for Hazmat and Technical Rescue Team training.

Motion for Consideration

Motion to authorize the City Manager (or her designee) to accept the AFG grant award for Hazmat and Technical Rescue Team training and to execute any necessary documents.

Summary

In December 2024, the Kennewick Fire Department (KFD) applied for Assistance to Firefighters Grant (AFG) funds to ensure KFD's Hazmat and Technical Rescue Teams (TRT) can obtain the initial and ongoing training required to remain compliant with National Fire Protection Association (NFPA) standards, Labor and Industries (L&I) mandates, and the State of Washington Administrative Code (WAC). Funds were also requested to ensure team members can participate in regional special operations team training, enabling all members to work more effectively together, should a larger-scale incident take place in our area.

Additionally, the City of Kennewick is required (per WAC) to have a designated technical rescue and emergency service provider listed for all permit-required confined space entry operations performed by city personnel. For at least the past 2 decades, KFD has been the City's designated technical rescue provider. Included in the grant request were funds to provide the technical rescue training required for KFD's technical rescue team members to safely and effectively execute a confined space rescue without unnecessary risk or injury to city personnel.

The final element of this grant request included overtime funds for KFD's hazmat and technical rescue team members to act as subject-matter experts and provide quarterly training to the remainder of KFD's shift personnel. The breakdown of requested funds below covers personnel overtime, backfill and per diem costs (if applicable):

$86,184	Haz-Mat Training Request		
$76,472	TRT Training Request	$14,787	KFD Funds Required (Approximate)
$162,656	**Grant Funds Requested**	**$147,869**	**Total Federal Funds Awarded**

On September 23, 2025, the City was notified of the grant award. If accepted, KFD must utilize the grant funds within 24 months from the date of the signed award. Based on KFD's hazmat and technical rescue training needs, and the time allotted to complete this training, KFD is confident in its ability to meet the terms of the grant.

Alternatives

The alternative is to refuse the grant award. This option is not recommended.

Fiscal Impact

The total project is $162,656 with $147,869 from awarded federal funds and an approximate City match of $14,787 from the general fund. If approved by Council, the project would be included in a future budget adjustment.

Attachments:

None

Council Agenda Coversheet	Item Number: 4.k.	Date: 10/7/2025	Category: Consent Agenda
KENNEWICK WASHINGTON	Item Type: Contract/Agreement/Lease		
	Subject: **Grant: Amendment to WSDOT Agreement GCB3138 for the US395/Ridgeline Interchange Project**		
	Department: Public Works		
	Project #: P1402	Contract #: GCB 3138	

Recommendation

Authorize the City Manager to sign Amendment No. 2 to Agreement GCB 3138 with the Washington State Department of Transportation for the US395/Ridgeline Interchange project.

Motion for Consideration

Motion to authorize the City Manager to sign Amendment No. 2 with the Washington State Department of Transportation as presented.

Summary

The original agreement (GCB 3138) was approved by the City Council on August 18, 2020. This agreement authorized Washington State Department of Transportation (WSDOT) to administer the construction phase of the US395/Ridgeline Interchange project. Amendment No. 1 addressed the costs for upsizing of a dry sewer line, and also provided pass-through costs for the Engineer of Record (David Evans & Associates) to assist in the construction phase of the project.

Amendment No. 2 for Council approval will clarify the division of cost language now that the project is complete and the 2025 Transportation Budget has passed. The State has acknowledged taking responsibility for any outstanding costs associated with this project.

Alternatives

No alternatives are recommended.

Fiscal Impact

The US395/Ridgeline Interchange Project is being paid by WSDOT as a grant for Construction Engineering Costs of $1,372,700 with a combined construction cost of $15,094,259 instead of City funding.

Attachments:

1. Amendment

Agreement GCB 3138
Amendment No. 2
Between
Washington State Department of Transportation
and the City of Kennewick

This Amendment No. 2 is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Kennewick, a municipal corporation located at 210 W. 6th Ave, Kennewick, Washington hereinafter called the "Local Agency" collectively referred to as "Parties" and individually, the "Party."

Recitals

WHEREAS, the Parties entered into Agreement GCB 3138 (Agreement) on September 8, 2020, and GCB 3138 Amendment 1 on November 4, 2021, and

WHEREAS, the total cost of the US 395/Ridgeline Drive – Construct Interchange Project has exceeded the amount identified in the Agreement and the Amendment, and

WHEREAS, construction is now complete and the Project has been accepted by the Local Agency, and

WHEREAS, the Parties desire to amend the Agreement to clarify the division of cost responsibility, and

NOW, THEREFORE, by virtue of RCW 47.28.140 the above recitals that are incorporated herein as if fully set forth below and in consideration of terms, conditions, covenants, and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Local Agency contributed funds to the construction phase of the Project and their financial commitment to WSDOT has been met.

2. The following language stated in Recital 6 of the Agreement is hereby struck from the Agreement, "Construction engineering costs shall not exceed One Million, Three Hundred Seventy Two Thousand and Seven Hundred Dollars ($1,372,700) without written permission from the Local Agency. Failure to cover any additional construction costs that exceed the combined Fifteen Million, Ninety Four Thousand, and Two Hundred Fifty Nine Dollars ($15,094,259) will result in termination of the construction contract."

3. WSDOT will be financially responsible for the remaining costs of the Project.

All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the Party's date last signed below.

CITY OF KENNEWICK	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed: W. Brian White, PE
Title:	Title: SC Regional Administrator
Date:	Date:

Council Agenda Coversheet	Item Number:	5.a.	Date:	10/7/2025	Category: Resolution
	Item Type:	Public Hearing			
	Subject:	Resolution: Amending Ambulance Transport & Mileage Rates			
	Department:	Fire			
	Resolution #:				

Recommendation

Staff recommends Council increase the ambulance transport and mileage rates using either Option A or Option B.

Motion for Consideration

Motion to adopt the resolution presented under Option [A or B].

Summary

The City of Kennewick has maintained ambulance transport and mileage rates since 1977. The current approved flat rates of $660 for residents and $990 for non-residents were established by resolution in 2012 and have not changed since then despite the increasing expense to deliver ambulance transport services over the last 13 years. The City's rates are among the lowest ground ambulance transport rates in Washington State and the lowest in the Tri-Cities region.

Furthermore, the $660 resident rate is below the $804 amount that Medicare reimburses for an Advanced Life Support 2 (ALS2) level of service, which occurs with approximately 2.1% of patients transported by the Kennewick Fire Department.

Ambulance services are budgeted in the medical services fund which is an enterprise fund used to account for operations that are financed and operated in a manner similar to a private business enterprise. The costs and expenses of providing goods or services to the general public on a continuing basis are financed or recovered primarily through user charges. Revenues for the medical services fund include household charges, transport service fees, Ground Emergency Medical Transportation (GEMT) reimbursements, and transfers from the general fund. The total 2025/2026 amended operating budget for the Medical Services Fund is $39M. Below is a table detailing the amended 2025/2026 Medical Services Fund budget.

Medical Services Fund	2025/2026 Amended Budget
Revenue Sources	
GEMT Payment Program	$3.4M
Emergency Ambulance Service	$8.2M
Insurance Adjustments	($3.5M)
Household Ambulance Charge	$20.9M
Miscellaneous Revenue	$0.1M
General Fund	$10.1M
Total Revenues Sources	**$39.2M**
Operating Expenditures	
Salaries and Benefits	$32M
Supplies	$0.852M
Contractual Services	$2.2M
SECOMM	$0.287M
Travel and Training	$0.152M
Taxes	$0.729M
Other Services & Charges	$2.9M
Total Operating Expenditures	**$39.1M**
Equipment Rental Fund	$1.3M
Total Expenditures	**$40.4M**
Estimated Ending Working Capital	$8M

In an effort to ensure the City is able to fully recover allowable expenses and to reduce the impact on the general fund, City staff are recommending two potential options for Council to adopt by resolution for updating ground ambulance transport and mileage rates:

- **Option A** – would increase rates to $695 as a resident rate for Basic Life Support (BLS), $762 as a resident rate for ALS1, $828 as a resident rate for ALS2, and $11 per mile transported. Non-residents rates under this option are recommended at $1,043 for BLS, $1,143 for ALS1, and $1,242 for ALS2, and $11 per mile transported.
- **Option B** – would increase rates to $810 as a resident rate for BLS, $900 as a resident rate for ALS1, $990 as a resident rate for ALS2, and $15 per mile transported. Non-residents rates under this option are recommended at $1,215 for BLS, $1,350 for ALS1, and $1,485 for ALS2, and $15 per mile transported.

In accordance with RCW 48.49.205 and WAC 284-43B-029 – which requires all local governmental agencies with established rates for ground ambulance services to submit their rates to the Office of the Insurance Commissioner (OIC) for public access by November 1, 2025 – City staff will report any approved revisions to ground ambulance transport and mileage rates to the OIC by the required deadline in order for the revised fees to take effect on January 1, 2026.

Alternatives

Fiscal Impact

City staff and the City's contracted ambulance billing partner estimate that Option A would increase revenue by $50,224 in 2026, and Option B would increase revenue by $147,952 in 2026.

Attachments:

1. Resolution

CITY OF KENNEWICK
RESOLUTION NO. 25-_______

A RESOLUTION RELATING TO THE AMENDMENT OF THE MASTER FEE SCHEDULE TO UPDATE CERTAIN FEES AND CHARGES.

WHEREAS, the City of Kennewick maintains a Master Fee Schedule, adopted by Resolution No. 25-12, consolidating all City fees into a single reference document; and

WHEREAS, periodic amendments to the Master Fee Schedule are necessary to ensure that fees reflect the true cost of services provided, maintain consistency with state law, and align with City Council policy direction; and

WHEREAS, City staff has reviewed and recommended adjustments to the fees relating to Emergency Ambulance Services Transport Fee, as outlined in Exhibit A; and

WHEREAS, the City Council finds it in the best interest of the City and the public to adopt the recommended updates to the Master Fee Schedule, as outlined in Exhibit A;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF KENNEWICK hereby amends the City of Kennewick Master Fee Schedule as set forth in Exhibit A, attached hereto and incorporated by reference, and authorizes City staff to implement the fees and charges as listed therein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 7th day of October 2025.

Attest:

GRETL J. CRAWFORD, Mayor

KRYSTAL JOHNSTON, City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
CITY ATTORNEY

EXHIBIT A
Public Safety & Enforcement Ambulance Services

[OPTION A]

Emergency Ambulance Services – KMC 9.36.080		
Description	**Resident Fees**	**Non-Resident Fees**
Basic Life Support (BLS)	$695 plus $11 per mile transport fee	$1,043 plus $11 per mile transport fee
Advanced Life Support 1 (ALS 1)	$762 plus $11 per mile transport fee	$1,143 plus $11 per mile transport fee
Advanced Life Support 2 (ALS 2)	$828 plus $11 per mile transport fee	$1,242 plus $11 per mile transport fee

[OPTION A - REDLINE]

Emergency Ambulance Services – KMC 9.36.080		
Description	**Resident Fees**	**Non-Resident Fees**
~~Non-Emergency Ambulance Service~~Basic Life Support (BLS)	$~~660~~ 695 plus $~~10~~ 11 per mile transport fee	$~~990~~ 1,043 plus $~~10~~ 11 per mile transport fee
~~Emergency Ambulance Service~~Advanced Life Support 1 (ALS 1)	$~~660~~ 762 plus $~~10~~ 11 per mile transport fee	$~~990~~ 1,143 plus $~~10~~ 11 per mile transport fee
~~Emergency Ambulance Service~~Advanced Life Support 2 (ALS 2)	$~~660~~ 828 plus $~~10~~ 11 per mile transport fee	$~~990~~ 1,242 plus $~~10~~ 11 per mile transport fee

EXHIBIT A
Public Safety & Enforcement Ambulance Services

[OPTION B]

Emergency Ambulance Services – KMC 9.36.080		
Description	**Resident Fees**	**Non-Resident Fees**
Basic Life Support (BLS)	$810 plus $15 per mile transport fee	$1,215 plus $15 per mile transport fee
Advanced Life Support 1 (ALS 1)	$900 plus $15 per mile transport fee	$1,350 plus $15 per mile transport fee
Advanced Life Support 2 (ALS 2)	$990 plus $15 per mile transport fee	$1,485 plus $15 per mile transport fee

[OPTION B - REDLINE]

Emergency Ambulance Services – KMC 9.36.080		
Description	**Resident Fees**	**Non-Resident Fees**
~~Non-Emergency Ambulance Service~~ Basic Life Support (BLS)	$~~660~~ 810 plus $~~10~~ 15 per mile transport fee	$~~990~~ 1,215 plus $~~10~~ 15 per mile transport fee
~~Emergency Ambulance Service~~ Advanced Life Support 1 (ALS 1)	$~~660~~ 900 plus $~~10~~ 15 per mile transport fee	$~~990~~ 1,350 plus $~~10~~ 15 per mile transport fee
~~Emergency Ambulance Service~~ Advanced Life Support 2 (ALS 2)	$~~660~~ 990 plus $~~10~~ 15 per mile transport fee	$~~990~~ 1,485 plus $~~10~~ 15 per mile transport fee

Council Agenda Coversheet	Item Number:	5.b.	Date:	10/7/2025	Category: Ordinance
	Item Type:	Ordinance			
	Subject:	Ordinance: Housekeeping Update Amending KMC 10.12.060 Concerning Pistols and Semiautomatic Assault Rifles			
	Department:	City Attorney			
	Ordinance:				

Recommendation

Staff recommends Council adopt the proposed amendment to Section 10.12.060.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

This is a housekeeping amendment to clarify that a violation of Section 10.12.060 is a misdemeanor; no other changes are proposed.

Alternatives

None.

Fiscal Impact

N/A

Attachments:

1. Ordinance
2. Redline

CITY OF KENNEWICK
ORDINANCE NO. 25-_______

AN ORDINANCE RELATING TO FIREARMS - WEAPONS AND AMENDING SECTION 10.12.060 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 10.12.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

10.12.060: Possession of Pistol or Semiautomatic Assault Rifle by Person from Eighteen to Twenty-one.

(1) A person under 21 years of age may not purchase a pistol or semiautomatic assault rifle, and except as otherwise provided in this chapter, no person may sell or transfer a semiautomatic assault rifle to a person under 21 years of age;

(2) Unless an exception under RCW 9.41.042, 9.41.050, or 9.41.060 applies, a person at least 18 years of age, but less than 21 years of age, may possess a pistol only:

(a) In the person's place of abode;

(b) At the person's fixed place of business; or

(c) On real property under his or her control.

(3) Except in the places and situations identified in RCW 9.41.042(1) through (9) and 9.41.060(1) through (10), a person at least 18 years of age, but less than 21 years of age, may possess a semiautomatic assault rifle only:

(a) In the person's place of abode;

(b) At the person's fixed place of business;

(c) On real property under his or her control; or

(d) For the specific purpose of the following, provided that in all of these situations the semiautomatic assault rifle is unloaded and either in secure gun storage or secured with a trigger lock or similar device that is designed to prevent the unauthorized use or discharge of the firearm:

(i) Moving to a new place of abode;

(ii) Traveling between the person's place of abode and real property under his or her control; or

(iii) Selling or transferring the firearm in accordance with the requirements of this chapter.

(4) Any person who violates any provision of this section is guilty of a misdemeanor.

(Ord. 25-_______ Sec. 1, 2025; Ord. 5906, Sec. 7, 2021; Ord. 3558 Sec. 17, 1994; Ord. 2089 Sec. 2(part), 1977)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 7th day of October, 2025.

GRETL J. CRAWFORD, Mayor

Attest:

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: ______________________________

ORDINANCE EFFECTIVE DATE: ______________________________

CITY OF KENNEWICK
ORDINANCE NO. 25-_______

AN ORDINANCE RELATING TO FIREARMS - WEAPONS AND AMENDING SECTION 10.12.060 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 10.12.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

10.12.060: Possession of Pistol or Semiautomatic Assault Rifle by Person from Eighteen to Twenty-one.

(1) A person under 21 years of age may not purchase a pistol or semiautomatic assault rifle, and except as otherwise provided in this chapter, no person may sell or transfer a semiautomatic assault rifle to a person under 21 years of age;

(2) Unless an exception under RCW 9.41.042, 9.41.050, or 9.41.060 applies, a person at least 18 years of age, but less than 21 years of age, may possess a pistol only:

(a) In the person's place of abode;

(b) At the person's fixed place of business; or

(c) On real property under his or her control.

(3) Except in the places and situations identified in RCW 9.41.042(1) through (9) and 9.41.060(1) through (10), a person at least 18 years of age, but less than 21 years of age, may possess a semiautomatic assault rifle only:

(a) In the person's place of abode;

(b) At the person's fixed place of business;

(c) On real property under his or her control; or

(d) For the specific purpose of the following, provided that in all of these situations the semiautomatic assault rifle is unloaded and either in secure gun storage or secured with a trigger lock or similar device that is designed to prevent the unauthorized use or discharge of the firearm:

(i) Moving to a new place of abode;
(ii) Traveling between the person's place of abode and real property under his or her control; or
(iii) Selling or transferring the firearm in accordance with the requirements of this chapter.

(4) Any person who violates any provision of this section is guilty of a misdemeanor.

(Ord. 25-_______ Sec. 1, 2025; Ord. 5906, Sec. 7, 2021; Ord. 3558 Sec. 17, 1994; Ord. 2089 Sec. 2(part), 1977)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 7th day of October, 2025.

____

GRETL J. CRAWFORD, Mayor

Attest:

____

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

____

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _______________________________

ORDINANCE EFFECTIVE DATE: _______________________________

Council Agenda Coversheet	Item Number:	6.a.	Date:	10/7/2025	Category: Ordinance Public Mtg / Hrg
	Item Type:	Ordinance			
	Subject:	Ordinance: Waste Management Solid Waste Services Franchise and Contract			
	Department:	Public Works			
	Ordinance #:				

Recommendation

Staff recommends adoption of the franchise ordinance and approval of the Waste Management contract as presented.

Motion for Consideration

Motion to adopt the franchise ordinance and approve the Waste Management contract as presented.

Summary

The City has contracted with Waste Management for more than 30 years, providing good service at one of the lowest prices in the state. While prices will increase with this new 10-year contract, our prices will remain among of the lowest in the state. This 10-year contract will provide garbage collection to residential and commercial customers, update the residential recycling program to provide 96-gallon carts, retain six free dumps at the transfer station for residential customers, retain the fall leaf collection program for residential customers, as well as provide garbage and collection service to the Toyota Center, Convention Center and other City facilities.

Alternatives

None.

Fiscal Impact

The City will receive 1% of gross revenue from the contract activities, supporting the cost associated with the operation of the new Moderate Risk Waste Facility that is now open to the public and small quantity generators.

Attachments:

1. Ordinance
2. Presentation
3. Contract

CITY OF KENNEWICK
ORDINANCE NO. 25-___________

AN ORDINANCE GRANTING A FRANCHISE TO WASTE MANAGEMENT OF WASHINGTON, INC. d/b/a WASTE MANAGEMENT OF KENNEWICK FOR THE COLLECTION OF SOLID WASTE IN THE CITY OF KENNEWICK

WHEREAS, in March 2014, the City granted a franchise for solid waste collection, hauling, disposal, and recycling in the City of Kennewick for the period of January 1, 2015, through December 31, 2025; and

WHEREAS, the parties wish to extend the term of the Franchise as allowed in Section 2 of the Contract and make certain other modifications to the Contract.

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

Section 1. The City of Kennewick grants to Waste Management of Washington, Inc., d/b/a Waste Management of Kennewick, a franchise for solid waste collection in the City of Kennewick commencing on the 1st day of January 2026 and ending on the 31st day of December 2035.

Section 2. The franchisee must comply with all laws of the United States and the State of Washington, all ordinances of the City of Kennewick, especially KMC 9.04, and applicable rules and regulations of the Washington Utilities and Transportation Commission; make payment of the Utility Occupation Tax as provided in KMC 3.70; and comply with the terms and conditions of the Contract for Solid Waste Services executed by the City and franchisee on this date and which commences the 1st day of January 2026.

Section 3. This ordinance shall take full force and effect if, and only if, the franchisee has endorsed this ordinance and accepted the terms and conditions thereof prior to January 1, 2026.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 7th day of October 2025.

Attest:

____
GRETL J. CRAWFORD, Mayor

____
KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

____

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: ____________________________________

ORDINANCE EFFECTIVE DATE: ____________________________________

Contract Extension with Waste Management for Solid Waste Services

Kennewick City Council

October 07, 2025

Contract Negotiation

- The current contract ends December 31, 2025
- City staff has worked with Waste Management on a 10 year contact for Solid Waste and residential recycling services.
- Per September 9, 2025 Council Workshop the current contract proposes to
  - Revise recycle program to 96 gallon cart every other week
  - Retain 6 free dumps
  - Retain Toyota and Convention Center service
  - Retain fall leaf pick up program

Contract Changes

- Service Rate Schedule
  - 2026 & 2027 rates are shown in Exhibit B (next slide). This stepped rate occurs over two (2) years which limits customer cost while WM ramps up the recycling program
  - 2028 and onward is now based on the average Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services ("CPI") (Series CUUR0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics
  - In 2026, the second garbage cart rate is $9.99; third and additional carts are $18.00
- City to receive 1% of gross revenues to cover administration of solid waste related activities to include the City's support of the MRW Facility.

Contract Changes

	1/1/2026	1/1/2027
RESIDENTIAL RATES (INCLUDES WEEKLY CURBSIDE RECYCLING THROUGH DECEMBER 31, 2026. EFFECTIVE JULY 1, 2027 RECYCLING COLLECTION SHALL BE EVERY OTHER WEEK.)		
WEEKLY CURBSIDE COLLECTION SERVICE	Monthly Rate	Monthly Rate
Qty (1) 35-gallon Garbage Cart	$ 21.82	$ 25.81
Qty (1) 35-gallon Garbage Cart * Eligible low income	$ 17.45	$ 20.65
Qty (1) 64-gallon Garbage Cart	N/A	$ 30.65
Qty (1) 64-gallon Garbage Cart * Eligible low income	N/A	$ 24.52
Qty (1) 96-gallon Garbage Cart	$ 29.46	$ 33.84
Qty (1) 96-gallon Garbage Cart * Eligible low income	$ 23.56	$ 27.08
** Eligible low income as defined in the Contract, Section 9(b).*		
ADDITIONAL RESIDENTIAL CARTS	Monthly Rate	Monthly Rate
Second cart	$ 9.99	$ 10.41
Third & additional carts	$ 18.00	$ 18.75
Additional 96-gallon or 35-gallon Recycling Cart	N/A	$ 8.50

This is an excerpt from Exhibit B of the proposed contract

KENNEWICK WASHINGTON

Next Steps

- Council Approval
- City Staff must submit a public notice to the Tri-City Herald no later than November 5th, 2025 in order to meet the State law for public notice of the January rate change.

Questions?

AMENDED AND RESTATED CONTRACT FOR SOLID WASTE SERVICES

This Amended and Restated Contract for Solid Waste Services (the **"Contract"**) is made and entered into as of [INSERT DATE] (the **"Effective Date"**) between the CITY OF KENNEWICK (the **"City"**) and WASTE MANAGEMENT OF WASHINGTON, INC. (the **"Contractor"**). The parties shall be collectively referred to herein as the **"Parties"** and individually as a **"Party,"** unless specifically identified otherwise.

RECITALS

WHEREAS, as of March 4, 2014, the City and Contractor entered into a solid waste collection, hauling, disposal and recycling franchise for the period of January 1, 2015, through December 31, 2025, amended on September 30, 2016, and May 4, 2021; and

WHEREAS, the Parties now wish to extend the term of Franchise and make certain other modifications to the Contract.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree, represent, and warrant as follows:

1. DEFINITIONS. For the purpose of this Contract, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) **"Adjustment Date"** means January 1, 2028, and every subsequent year on January 1st during the Term of this Contract.

(b) **"Applicable Law"** means any law, regulation, requirement, or order of any federal, state or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to performance under this Contract.

(c) **"Bulky Waste"** means items of Garbage of a size and/or shape that precludes collection in regular Containers, and which are considered usual household items, including large appliances (such as stoves, dishwashers, clothes washing machines, dryers or water heaters), furniture (such as chairs or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete separate items.

(d) **"Carry-Out Service"** means the servicing of Solid Waste Containers that are not placed Curbside by a Single-Family Premises Customer, but rather, the Contractor services the Containers which the Customer has placed directly outside their Dwelling Unit. From that point, Contractor may roll or carry out Containers to the Contractor's collection vehicle. Contractor does not enter into Customer's Dwelling Unit in the performance of Carry-Out Service; Containers must be placed outside by the Customer.

(e) **“Cart”** means a Contractor-owned, watertight, heavy plastic receptacle with a rated capacity of approximately thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid and two (2) wheels.

(f) **“City Solid Waste”** means any Garbage, Recyclables, or Yard Debris that is generated, deposited, accumulated, or otherwise coming to exist in the Franchise Service Area, but does not include any Unacceptable Waste.

(g) **“Container”** means any Contractor-owned Cart, Drop-box Container, or Detachable Container used in the performance of this Contract.

(h) **Customer-Owned Compactor. C**ompactors that are owned or leased by Customers, and which may be serviced by Contractor contingent upon confirmation of compatibility with the Contractor’s equipment as determined in the sole discretion of the Contractor.

(i) **“Commercial Premises”** means non-Single-Family Premises and includes Multifamily Complex(es) of more than four (4) Dwelling Units invoiced collectively and Premises upon which business, governmental, religious, institutional, or educational activity is conducted; however, a business conducted upon a Single-Family Premises which is permitted under applicable zoning regulations, and is not the primary use of the Premises, are excluded.

(j) **“Construction and Demolition Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, Dwelling Unit, Commercial Premises, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials (including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials and packaging); but does not include any Unacceptable Waste.

(k) **“Curb or Curbside”** means the area within five (5) feet of a Public Street where Collection Services occur. If safe access is difficult or if extraordinary circumstances preclude collection from a particular location, Curbside shall be considered a placement suitable for Customers, convenient for Contractor’s equipment, and mutually agreed to by Contractor and the City Manager or their designee.

(l) **“Customer”** means an owner or occupant of a Single-Family Premises or Commercial Premises who has the legal right to initiate, cancel or make changes to an account with Contractor for Collection Services.

(m) **“Detachable Container”** means a watertight metal or plastic Container equipped with a cover, capable of being mechanically unloaded into a collection vehicle, that is not less than one (1) cubic yard or greater than eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck.

(n) **“Driveway”** means a privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

(o) **“Drop-box” and “Roll-Off Container”** means all-metal Containers having ten (10) cubic yards or greater rated capacity that are loaded onto specialized Collection Vehicles. Drop-box Containers may also include compactors that are owned or leased by a Customer, however, use of such compactors is contingent upon confirmation of compatibility from Contractor.

(p) **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals; but does not include hotel or motel units.

q. **“Extra Unit(s)”** means, for Cart Service, excess City Solid Waste (excluding Bulky Waste) that does not fit inside a Customer’s primary Cart(s). For a Customer whose primary Cart(s) is rated at thirty-five (35)-, sixty-four (64)-, or ninety-six (96)-gallon capacity, an Extra Unit is measured in thirty-two (32)-gallon increments. For a Customer whose primary Container(s) is one (1) cubic yard or more in rated capacity, an Extra Unit is measured in ninety-six (96)-gallon increments. An Extra Unit of Garbage may be contained in either a plastic bag or Customer-owned container.

i. An Extra Unit of Recyclable Materials may only be contained in a Cart or a Customer-owned container.

ii. Use of Customer-owned containers is strongly discouraged. Any use of Customer-owned containers is at the sole risk of the Customer. Customer-owned containers are not designed for compatibility with Contractor’s equipment and are therefore at risk of being lost or damaged in the collection process. Contractor will not reimburse or otherwise compensate Customer for damage to or loss of Customer-owned containers.

r. **“Food Waste”** (i) "Food waste" means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, and similar materials that results from the storage, preparation, cooking, handling, selling, or serving of food for human consumption. (ii) "Food waste" includes, but is not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. "Food waste" does not include dead animals not intended for human consumption or animal excrement.

s. **“Franchise”** means the exclusive duty, right and privilege to perform the Solid Waste Services.

t. **“Franchise Area”** means: (i) the entire territory included within the City of Kennewick limits as of the Commencement Date; and (ii) such additional area as may thereafter become included within the City of Kennewick limits from time-to-time due to annexation, incorporation, or other means but only from and after the time as Contractor is able to provide Solid Waste Services in such additional area.

u. **“Garbage”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes including, but not limited to Food Waste, rubbish, cold bagged ashes, industrial wastes, swill, Construction and Demolition Debris, dead small animals completely wrapped in plastic and weighing less than fifteen pounds (15 lbs.), and discarded commodities that are placed by Customers in Contractor-provided Containers for collection and disposal by Contractor. Garbage does not include Recyclables or Unacceptable Waste.

v. **"Hazardous Waste"** means any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

   i. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;

   ii. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 Revised Code of Washington (RCW), or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and

   iii. Any substance that ceases to fall within this definition as determined under federal and state law after the Effective Date of this Contract shall not be deemed to be Hazardous Waste.

w. **"Material Change"** means a change in the business, operations or capital of Contractor that would reasonably be expected to have a significant effect on the market price or value of any of the services provided by Contractor pursuant to this Contract, as the same may be amended.

x. **"Multifamily Complex(es)"** means multiple-unit Premises having four (4) or more attached or unattached Dwelling Units that are billed collectively for Collection Services.

y. **"Overage"** means, for a Commercial Premises Customer, (i) Garbage or Recyclables exceeding a Container's intended capacity causing the lid not to close, or (ii) Garbage or Recyclables placed on top of or in the immediate vicinity of the Container. For Commercial Containers that are one (1) cubic yard or more in rated capacity, Overages are measured in one (1)-yard increments. For a Commercial Cart(s) rated at thirty-five (35)-, sixty-four (64)-, or ninety-six (96)-gallon capacity, an Overage is measured in thirty-two (32)-gallon increments.

z. **"Premises"** means any parcel of real property, including, but not limited to, residential, commercial, industrial, institutional, and other premises in the City Service Area where Garbage or Recyclables are generated or accumulated.

aa. **“Process”, “Processed”, or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Yard Debris, or other City Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time that Recyclables, Yard Debris, or other City Solid Waste is delivered to a Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.

bb. **“Private Road” or “Private Drive”** means a privately owned and maintained way that allows for access by a service truck and that serves one or more Residences.

cc. **“Public Street”** means a public right of way that is maintained by the City to be used for public travel, including public alleys, in the City Service Area.

dd. **“Recyclable Materials”** means those categories of City Solid Waste described in Exhibit C attached hereto, as amended by the Parties. Recyclable Material listed in Exhibit C may be updated from time-to-time upon Contractor’s written notice to the City of proposed changes, and which such changes shall be approved, not to be unreasonably withheld or delayed, by the City Manager or their designee.

ee. **“Recycling”** means the processing of Recyclable Materials for the purpose of returning it to the economy in the form of raw materials for new, reused, or reconstituted products, or other uses resulting in diversion from disposal.

ff. **“Residence" or "Residential"** means a living space with a kitchen that is individually rented, leased, or owned.

gg. **“Single-Family Premises”** means a lot located in the Franchise Area that has only one (1) Dwelling Unit, or that has a Multifamily Premises of up to four (4) Dwelling Units, when each Dwelling Unit is invoiced individually.

hh. **“Solid Waste Services”** means the process by which Solid Waste is removed by the Contractor from Single-Family Premises, Multifamily Complexes, and Commercial Premises in the Franchise Area, and transported to a transfer, disposal, or Processing facility. Collection service for Recyclable Materials generated at Commercial Premises is not contemplated under this Contract but may be provided under separate agreements negotiated between the Contractor and Commercial Premises Customers.

ii. **“Source Separated Recyclable Materials”** means any Recyclable Material that has been separated from other City Solid Waste prior to collection.

jj. **"Special Waste"** means those wastes which require special treatment or handling. The term includes, but is not limited to, asbestos containing material, petroleum contaminated soils, low-level PCB containing material, low-level dioxin containing material and waste tires.

kk. **“Unacceptable Waste”** means any Hazardous Waste, Special Waste, discarded large items, such as appliances, furniture, Bulky Waste, large auto parts, and other similar waste materials of weights and volumes greater than those allowed in waste collection Carts or other Containers, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations ("Protected Information"), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to the Contractor's equipment or facilities, or present a substantial endangerment to the health and/or safety of the public or the Contractor's employees. However, nothing herein is intended to prevent Contractor from collecting, transporting, and/or disposing of Hazardous Waste, Special Waste, or Protected Information, in accordance with Applicable Law, so long as such actions are performed separate and apart from any action taken in the Contractor's performance of this Contract. Title to and liability for any Unacceptable Waste shall remain with the generator at all times.

ll. **"Yard Debris"** means compostable materials including grass clippings, leaves, tree and shrub prunings or similar yard, garden, and landscaping vegetation of no greater than four (4) inches in diameter and three (3) feet in length. Yard Debris must fit inside Cart with the lid fully closed. Yard Debris does not include such items as dirt, sod, stumps, logs, tree and shrub prunings greater than four (4) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared Food Wastes or non-putrescible material.

2. TERM. The term of this Contract shall commence on January 1, 2026 (the "Commencement Date") and terminate at 11:59 PM on December 31, 2035 (the "Term"). The Parties may, by mutual agreement, extend the Contract Term for two (2) successive periods of five (5) years each. Any such extension shall be under the terms and conditions of this Contract, except as otherwise agreed. To exercise the option to extend this Contract, the Parties shall agree in writing not less than one hundred eighty (180) days prior to the then expiring Contract Term. The Parties agree that a condition precedent to extension of this Contract will be a corresponding extension of the Franchise by ordinance.

3. EXCLUSIVE FRANCHISE.

(a) Exclusive Franchise. During the Term, Contractor shall have the exclusive Franchise to provide Solid Waste Services in the Franchise Area. Except as provided in Section 5, Exemptions from Franchise, below, no other person shall collect or transport any City Solid Waste generated, deposited, accumulated or otherwise coming to exist in the Franchise Area. The Contractor may independently enforce the exclusivity provision of this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions, and to protect and enforce the exclusive rights granted herein through relevant ordinances and enforcement of such ordinances against third party violators.

(b) Annexation. Notwithstanding RCW 35.13.280, in the event an area already being served by the Contractor under its Washington Utilities and Transportation Commission tariff (its "Tariff") is annexed by the City, it shall be at the Contractor's sole discretion as to whether such newly annexed area(s) shall be serviced under the terms and conditions set forth in this Contract, or under the terms and conditions of the Contractor's Tariff for a term of ten

(10) years, notwithstanding the Term set forth in Section 2 of this Contract. In consideration of such ten (10) year term during which the City shall permit the Contractor to service the newly annexed area, the Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns, arising out of the termination of any pre-existing permit or other agreement held by the Contractor prior to such annexation, and further, the Contractor specifically waives its right to receive any additional compensation or rights of collection in the newly annexed area.

i. In the event the City annexes an area not serviced by the Contractor, the Contractor agrees to service the annexed area for the remaining Term of this Contract, pursuant to the terms and conditions of this Contract, if and when the City establishes the legal right for the Contractor to service such annexed area.

ii. The City shall provide the Contractor, the Washington Utilities and Transportation Commission, and the solid waste service provider displaced by the pending annexation with at least ninety (90) days' notice of any pending annexations. Contractor shall then begin acquisition of necessary equipment and workforce, make Rate and service adjustments, and provide notices to all Premises within the newly annexed area. The City acknowledges that equipment, such as trucks, Carts, and Containers, may take time to procure, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the reasonable control of the Contractor.

4. **SOLID WASTE SERVICES**. The Solid Waste Services are further described in Exhibit A attached hereto. Contractor may dispose of City Solid Waste and process Recyclable Materials at any permitted and licensed solid waste disposal facility, transfer station or material recovery facility, at Contractor's discretion. Contractor becomes the owner of City Solid Waste when it is placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage it in any manner the Contractor deems to be economically feasible. The Contractor shall be responsible for all marketing and sale of Recyclable Materials collected hereunder and shall be entitled to all proceeds therefrom. Title to and liability for Unacceptable Waste shall remain with the generator at all times, unless Contractor expressly agrees in writing to collect and handle such material.

5. **EXEMPTIONS FROM FRANCHISE**. Notwithstanding the exclusivity of this Franchise granted in Section 3 above, nothing in this Contract shall prohibit other persons from collecting or transporting the following materials:

(a) City Solid Waste which is removed from any Premises, and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to any processing or disposal site;

(b) Source Separated Recyclable Materials that are donated by the generator to youth, civic, charitable, or other nonprofit organizations;

(c) Source Separated Recyclable Materials generated by Customers; provided, however, that the Customer shall be required to subscribe to and pay for the Solid Waste Services provided by Contractor;

(d) Construction and Demolition Debris;

(e) Yard Debris removed from premises by a gardening, landscaping or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;

(f) Animal waste and remains from slaughterhouse, butcher shops, grease waste, or used cooking oil;

(g) By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and

(h) Hazardous Waste, household hazardous waste, infection waste and designated waste regardless of its source.

6. **AUTHORIZED RATES**. Contractor shall provide the Solid Waste Services at the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit B, as the same may be adjusted in accordance with Section 7, Adjustments to Authorized Rates, below (the "Rates"). For purposes of clarity, the Rates will be adjusted on the Commencement Date to reflect changes in CPI, pursuant to Section 7(a), and other adjustments pursuant to Section 7(b), which may occur from the date of this Contract.

7. **ADJUSTMENTS TO AUTHORIZED RATES.**

(a) CPI Adjustment. Commencing on January 1, 2028, and on the same date annually thereafter (each, an "Adjustment Date"), the service rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services ("CPI") (Series CUUR0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics. The first adjustment of the service rates will be based on the change in CPI, as described above, of the June of the current year published index compared to the June of the prior year published index. Adjustments to the service rates shall be made in units of one cent ($0.01). Fractions less than one cent ($0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year. For the avoidance of doubt, there shall be no CPI Adjustment for the service period of January 1, 2026, through December 31, 2027.

(b) Other Adjustments. Contractor's Rates are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment provided by Section 7(b), Contractor's Rates under this Contract shall, upon written request of Contractor, be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

i. Material Changes in Contractor's costs resulting from a Force Majeure event;

ii. Changes in the scope or method of services provided by Contractor, changes in the City Fee, or other changes or fees required, initiated, or approved by the City;

iii. Any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the date this Contract is executed, including but not limited to any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of City Solid Waste or Recyclable Materials;

iv. Any increase in fees for disposal of City Solid Waste or the processing of Recyclable Materials if Contractor is required by the City or other governmental entity to utilize such facilities (i.e., flow control);

v. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the circumstances set forth above, Contractor shall prepare a Rate adjustment request setting forth its calculation of the increased costs and accompanying Rate adjustment necessary to offset such increased costs. The City may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and shall act within ninety (90) days of receipt of the request from Contractor to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the interim rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

8. **CITY FEES**. As consideration for the exclusivity granted to Contractor pursuant to Section 3 of this Contract and to compensate the City for the administrative costs associated with this Contract, Contractor shall pay the City, on or before the last day of each month, one percent (1%) of Contractor's Adjusted Gross Revenues collected from Customers during the preceding month. The term "Adjusted Gross Revenues" means any and all revenue or compensation collected by Contractor from Customers, pursuant to this Contract, net of City Franchise Fees. For the purposes of this Contract, the term Adjusted Gross Revenues shall not include any and all: a) revenues generated from services outside the scope of this Contract contracted directly with Customers in the Franchise Area; b) City or other state, federal, or local taxes or surcharges; c) Customer late fees, returned check charges, interest, reactivation charges, or similar charges related to Customer delinquencies; or d) revenues generated from the sale of Recyclables or any recycling rebates received.

9. **BILLING AND PAYMENT**.

(a) Contractor shall be responsible for all billing functions related to the Solid Waste Services provided under this Contract. For Single-Family Premises (and Multifamily Complexes of up to four [4] Dwelling Units, when each Dwelling Unit is invoiced individually), Customers shall be billed at least quarterly. For Commercial Premises electing Cart-based services (including Multifamily Complexes invoiced collectively) Customers shall be billed monthly. Contractor may bill to Customers a late payment fee, interest, NSF check charges, reactivation fee, as well as all costs associated with bad debt collection. Contractor may suspend or terminate service to accounts that become more than sixty (60) days past due, following ten (10) days' written notice to the customer, and/or may place a lien upon the customer's property, in accordance with applicable law. If such service is reactivated, Contractor may charge a reactivation fee and/or may require a deposit from the customer. If City ever levies a utility tax or other gross receipts tax, Contractor agrees to collect and remit such taxes to the City and the City shall reimburse the Contractor for its increased costs to perform the same if they should exceed normal operating business costs.

(b) The City will provide Contractor a quarterly accounting of all City Customers who the City has qualified as “low-income”. Only Customers who have been so designated by the City shall be eligible for the discounted rate, as set forth in the Service Rate Schedule. All criteria used for such determination shall comply with Applicable Law.

10. **CUSTOMER DISPUTES**. Upon receipt of any notice of dispute from a Customer about any bill, charge, or service, Contractor shall thoroughly investigate the matter and promptly report the results of its investigation to the Customer. If Contractor is not able to resolve a dispute with the Customer, the Customer may contact the City staff. City staff shall act as an informal arbitrator in an attempt to resolve the matter. The City staff may formally resolve a dispute of five hundred dollars ($500) or less on the basis of evidence presented by the Contractor and the customer. For matters in excess of five hundred dollars ($500), the Contractor and customer may mutually agree to abide by the City's recommended resolution or pursue the matter in any court with jurisdiction over such matters.

11. **INDEMNIFICATION**. Contractor and City (individually, the “Indemnitor”) each agrees to indemnify, hold harmless and defend the other Party, and its owners, officers, directors, employees and agents (collectively, the “Indemnitees”), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, “Damages”), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations, covenants or warranties of the Indemnitor set forth in this Contract, or any negligent actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents in the performance of this Franchise, or the violation of any law, ordinance or regulation. Contractor’s indemnification obligations shall not extend to claims concerning Unacceptable Waste.

12. **INSURANCE**. Contractor shall maintain throughout the term of this Contract the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

- Commercial General Liability (bodily injury and property damage), two million dollars ($2,000,000) combined single limit per occurrence;
- Automobile Liability, two million dollars ($2,000,000) combined single limit per occurrence;
- Employer's Liability, one million dollars ($1,000,000) per occurrence; and

- Workers' Compensation, statutory limit.

Upon request, Contractor shall provide to City certificates evidencing such insurance. Such coverage and policies shall not be canceled or revoked without providing City thirty (30) days advance written notice.

13. TERMINATION FOR CAUSE.

(a) Except for the occurrence or existence of Force Majeure, in the event of any material failure or refusal of Contractor to comply with any obligation or duty under this Contract, the City and Contractor shall meet and confer in good faith in an effort to agree on a resolution of the breach.

(b) If the Parties are unable to agree on the informal resolution of the breach, and Contractor has violated a material provision of this Contract, the City may provide Contractor with written notice of the breach, stating the specific reasons for breach and the provisions of the Contract that have been violated. Contractor shall then have thirty (30) days to cure such breach, or commence to cure such breach if it is of a nature that cannot be cured within the prescribed timeframe.

(c) If Contractor fails to cure the breach within the stated period, or fails to commence such cure in a manner reasonably satisfactory to remedy the stated reason, then the City may, at its option, issue a written notice of termination of the Contract. Unless Contractor requests dispute resolution within thirty (30) days of receipt by Contractor of the notice of termination, this Contract shall terminate thirty (30) days after receipt by Contractor of the notice of termination.

14. FORCE MAJEURE. If either Party is prevented from or delayed in performing its duties under this Contract by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, strikes, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government (“Force Majeure”), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term “Force Majeure” does not include, and a Party shall not be excused from, performance under this Contract for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Solid Waste Services hereunder.

15. ASSIGNMENT OF FRANCHISE; SUBCONTRACTING. Contractor shall not assign this Contract without the prior written consent of City, which shall not be unreasonably withheld, provided, however, that Contractor may assign this Contract to any subsidiary, parent or affiliated company without the City's consent. If this Contract is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Upon written notice to City, Contractor may subcontract with other persons to provide a portion of the Services. Such subcontract shall not relieve the Contractor of its responsibilities under this Contract.

16. **NOTICE.** Any notice required or permitted hereunder shall be in writing and sent to the address shown below:

If to City:	City Manager City of Kennewick P.O Box 6108 210 W. 6^{TH} Ave. Kennewick, WA 99336
If to Contractor:	Area Director Public Sector Solutions Waste Management of Washington, Inc. 720 4th Avenue, Suite 400 Kirkland, WA 98033
Copy to:	Area Senior Legal Counsel Waste Management of Washington, Inc. 720 4th Avenue, Suite 400 Kirkland, WA 98033

17. **LEGAL FEES**. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Contract, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

18. **RELATIONSHIP OF THE PARTIES.** The execution of this Contract shall not create any agency, partnership, joint venture, association or any other relationship between the Parties other than as independent contracting parties. Neither Party shall act as an agent for the other Party, nor shall either party have the authority to bind or make commitments on behalf of the other Party. This Contract has been entered into solely for the benefit of the Parties hereto and does not create any interest in any third party.

19. **ENTIRE AGREEMENT; AMENDMENT.** This Contract constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Contract may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

20. **CONSTRUCTION**. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. **GOVERNING LAW.** This Contract, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

22. **COUNTERPARTS**. Signatures may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Contract and binding on the Parties.

*   *   *

Signatures on the following page.

IN WITNESS WHEREOF, the Parties enter into this Contract. Each person signing this Contract represents and warrants that he or she has been duly authorized to enter into this Contract by the Party on whose behalf it is indicated that the person is signing.

WASTE MANAGEMENT OF WASHINGTON, INC.		**CITY OF KENNEWICK**	
By:		By:	
Name:	Jason S. Rose	Name:	
Its:	President	Its:	Mayor
		Attested By:	
		Name:	
		Its:	City Clerk
		Approved as to Form By:	
		Name:	
		Its:	City Attorney

EXHIBIT A
SOLID WASTE SERVICES

1. **GENERAL**. Contractor shall perform the Solid Waste Services as provided in this Contract. The collection of Hazardous Waste is not included within the scope of this Contract, and Contractor shall be under no obligation to collect any Hazardous Waste. Customers shall remain responsible for any Hazardous Waste or other Unacceptable Waste placed in collection Containers, even if such materials are inadvertently collected by Contractor, and to the extent such Customers can be identified, Contractor may seek to impose upon such Customers any and all costs and expenses associated with managing such Hazardous Waste or Unacceptable Waste. However, nothing herein is intended to prevent Contractor from collecting, transporting and/or disposing of any Hazardous Waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any action taken in the performance of this Contract.

2. **CONTAINERS.**

(a) Equipment Ownership and Condition. Contractor shall retain ownership of Containers provided by Contractor in performing the services under this Contract. Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs on Containers, and forward repair notices to Contractor's service personnel for replacement or repair. Any Container that is damaged or missing on account of accident, act of nature, or elements, fire, or due to theft or vandalism by other members of the public shall be repaired or replaced at the Contractor's expense after notice from the Customer or City. If a particular Customer repeatedly damages or loses a Container due to negligence or intentional misuse, the Customer may be charged for the cost of the Container.

(b) **Single-Family Premises.** Customers shall be required to use Carts as their primary collection receptacle(s).

i. Garbage. Contractor shall provide each Single-Family Premises with one (1) Cart for Garbage (thirty-five [35]-, sixty-four [64]-, or ninety-six [96]-gallon). Initial Cart delivery to new Customers shall be at no charge. Any subsequent Cart deliveries related to exchanges, replacements, or cleanings shall be charged to Customers in accordance with Exhibit B.

ii. Recyclable Materials. Commencing on January 1, 2027, Contractor shall provide each Single-Family Premises with one (1) Cart for Recyclable Materials (thirty-five [35]- or ninety-six [96]-gallon). The rate shall be the same for both thirty-five (35)- and ninety-six (96)-gallon Carts. Initial Cart delivery to new Customers shall be at no charge. Any subsequent Cart deliveries related to exchanges, replacements, or cleanings shall be charged to Customers in accordance with Exhibit B, with one exception. During the first year of Cart service for Recyclable Materials, the Customer shall be permitted one (1) Cart swap between the thirty-five (35)-gallon and ninety-six (96)-gallon options at no charge.

(c) **Commercial Premises.**

i. Cart-based Commercial. Commercial Premises Customers with Cart-based service shall be required to use Carts as their primary Solid Waste receptacle(s). Contractor shall provide each Cart-based Commercial Premises with one (1) Cart for Garbage (thirty-five [35]-, sixty-four [64]-, or ninety-six [96]-gallon). Initial Cart delivery to new

Customers shall be at no charge. Any subsequent Cart deliveries related to exchanges, replacements, or cleanings shall be charged to Customers in accordance with Exhibit B.

ii. Detachable and/or Drop-Box Commercial. For Commercial Customers subscribing to Detachable and/or Drop-Box Container service, the Contractor shall provide suitable Detachable and/or Drop-Box containers for Garbage, in sizes determined at Contractor's discretion. Contractor may require a Customer to utilize a larger Container if the Customer's volume of materials repeatedly exceeds the Container capacity. New or replacement Container deliveries shall be subject to the service rate schedule in Exhibit B.

3. COLLECTION.

(a) Garbage Collection.

i. Single-Family Premises. Garbage shall be collected on a weekly basis at the service levels and rates set forth in Exhibit B.

ii. Commercial Premises. Garbage shall be collected by Contractor in accordance with the frequencies, service levels, and rates set forth in Exhibit B.

(b) Recyclable Materials Collection.

i. Single-Family Premises. Recyclable Materials shall be collected weekly on the same day as Garbage collection at the service levels and rates set forth in Exhibit B. Following implementation of Cart-based Curbside collection services pursuant to this Exhibit A, Section 2(b)(ii), Recyclable Materials shall be collected every other week, on the same day as Garbage collection. The cost of such Recyclable Materials collection service shall be included the rates for residential Garbage collection set forth in Exhibit B.

ii. Commercial Premises. Recyclable Materials collection services may be provided pursuant to a separately negotiated agreement between Contractor and Customer.

(c) Collection Schedule.

i. For Single-Family Premises, regularly scheduled Solid Waste Services shall occur Monday through Friday between the hours of 6:00 AM and 6:00 PM.

ii. For Commercial Premises, regularly scheduled Solid Waste Services shall occur Monday through Friday, between the hours of 3:00 AM and 6:00 PM., unless such Commercial Premises are located near areas zoned as residential, which shall be serviced between the hours of 6:00 AM and 6:00 PM. When requested by a Commercial Customer, Contractor may, at its sole discretion, elect to provide collection services between 3:00 AM and 6:00 PM on Saturdays.

iii. Contractor May Change Collection Day. For safety and efficiency purposes, the Contractor may change the day of collection by giving notice at least fourteen (14) days prior to the effective date of the proposed change to the City. The Contractor shall provide affected Customers with at least seven (7) days' notice of pending changes to their collection day(s).

iv. Holiday Schedules. The Contractor currently observes New Year's Day and Christmas Day. The Contractor may observe New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day as holidays. When a regularly scheduled collection day is a holiday, the Contractor may reschedule services to the next day, e.g. Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday, Thursday to Friday and Friday to Saturday. Collection from Commercial Premises may occur one (1) day early with the Customer's consent. Customer service may observe all federally recognized holidays.

v. Inclement Weather and/or Road Conditions. If weather conditions are such that performance of Solid Waste Services are likely to threaten the health and safety of the Contractors' employees or residents of the City, if it poses a threat to property, or if road conditions such as flooding or weight restrictions affect road use, Contractor shall perform the Solid Waste Services only in areas that do not pose any such dangers or are not subject to any such road use restrictions. The Contractor shall notify the City of its collection plan for each day of inclement weather as soon as practical on the same business day for of any areas not serviced. The Contractor may make automated notification calls or use alternate means of communication to notify Customers affected by a missed collection, and the Contractor shall maintain up-to-date service notifications on the Contractor's website, specific to the City.

(d) Missed and Make-Up Collections. The Contractor may provide Solid Waste Services on other days to the extent necessary to make-up for missed collections, holidays and inclement weather schedules as follows:

i. If service is interrupted due to inclement weather, road conditions, or other such environmental or operational conditions that preclude regularly scheduled Solid Waste Services, then, following notification to the City, the Contractor will be provided temporary authorization to perform the Solid Waste Services after 6:00 PM and/or on Saturdays in order to complete servicing of the interrupted collection routes. Contractor shall recover the delayed collection as soon as it deems, in its sole discretion, that is safe to do so. Customers will not be charged for Extra Units when Contractor recovers Customer's additional Solid Waste that resulted from the delayed collection so long as any such Extra Units do not exceed double the Customer's subscribed level of service. Delayed or interrupted collections as described in this Section 3(d)(i) are not considered service failures.

ii. If the Contractor fails to collect Solid Waste that has been properly and timely set out by the Customer for a regularly scheduled collection, other than as provided in Section (c)(v), the Contractor shall provide a special next-day make-up collection conditioned upon Customer or City notifying Contractor of such missed collection within twenty-four (24) hours of its occurrence. This Section applies to missed collections from Single-Family Premises, a Commercial Premises, or an entire collection route. If the Contractor fails to make-up a missed collection within twenty-four (24) hours (or one (1) business day) after receipt of notification from the City Manager or their designee or a Customer, the City Manager or their designee may cause the work to be done and Contractor shall fully reimburse the City for any such collection expenses.

(e) Disruption Due to Construction. The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such a manner as the City may direct, which may have the effect for a time of preventing Contractor from traveling its usual collection route or routes. However, Contractor and the City shall develop a reasonable workaround to enable Contractor to continue to collect Garbage and Recyclables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra cost to the City or to Customers, however, City shall notify Contractor at least thirty (30) days prior to any such construction event.

(f) Collection Locations.

i. Contractor shall collect Solid Waste from the Curbside for all Single-Family Premises. Contractor may elect not to drive onto private property where Private Roads or Driveways do not have adequate turnarounds or there are any other unsafe conditions identified.

ii. Contractor may elect not to collect materials from locations identified by Contractor, in its reasonable discretion, that are impractical or unsafe to operate its Collection Vehicles due to the conditions of Public Streets.

iii. The Contractor shall collect from Commercial Premises (that do not have Cart-based services) at a location mutually agreed upon by the Contractor and Customer. Commercial Premises Customers must provide the Contractor's employees a safe and clear path for collection vehicles to access Containers for collection.

iv. Collection Locations must not have a steep slope. Return trips required for access reasons will constitute a Return Trip fee pursuant to the Rates.

(g) Contamination. The Contractor is not obligated to collect contaminated Containers. For purposes of this Contract, a Container is contaminated when, based on physical and/or electronic visual inspection it is determined that a Recyclables Container contains non-Recyclables (pursuant to the list of materials and specifications set forth in Exhibit B) or any Container contains any Unacceptable Waste. If the Contractor elects not to collect a contaminated Container, the Contractor shall notify the Customer of the contamination. Such notice may be provided by Container tag, email, or other method of communication. The Contractor will not knowingly collect a contaminated Container if contamination is visible by the driver prior to collection. If the Contractor services a Container and subsequently discovers contamination in the truck hopper at that stop, the Contractor may charge the Customer a contamination charge, pursuant to the Rates. Such contamination charge may be included on the Customer's regular invoice or billed separately.

(h) Overages. The Contractor is not obligated to collect Overages. If the Contractor elects to collect an Overage, an Overage charge may be assessed pursuant to the Rates; provided however, that the Contractor must have photographic evidence of any such Overage(s), and such evidence shall be provided to Customers upon request up to twelve (12) months following the date of Overage collection. If any Commercial Premises Customer realizes more than three (3) instances of Overages in any twelve (12)-month period for a particular service, and if the Contractor has photographic evidence of each instance, the Contractor may increase such Customer's service level (i.e., deliver a larger Container or provide more frequent service), in order to mitigate such frequent Overages, and the Contractor shall adjust the Customer's bill to reflect the increased service level, pursuant to the Rates.

(i) Extra Units. Customers will be charged for any Extra Unit(s) pursuant to the Rates. If the Contractor identifies a Customer who regularly leaves Extra Units outside of their Cart(s), the Contractor may provide the Customer with educational information on Cart size options and Rates, and recommend a different service level . Communication with Customers shall be determined on a case-by-case basis.

(j) Temporary Garbage Collection Service. For temporary Garbage Collection Service, when requested, the Contractor shall make available for rental Detachable Containers and Roll-off boxes. These Containers may be rented for up to thirty (30) days at Container rental fees set forth in Exhibit A, and the charge for Temporary Garbage Collection Service shall appear as a separate line item on the invoice that shall include Container delivery, collection, and disposal.

(k) Cart Weights. The weight of a Cart when filled to its capacity, with its lid closed, shall not exceed sixty (60) pounds for the thirty-five (35)-gallon Cart, one hundred and twenty (120) pounds for the sixty-four (64)-gallon Cart, and one hundred eighty (180) for the ninety-six (96)-gallon Cart. The Contractor is not required to collect Carts exceeding two pounds per gallon of rated Cart capacity. The Contactor shall not be required to collect Extra Units that exceed fifty-five pounds (55 lbs.). If a Cart or Extra Unit is not eligible for collection and/or is too heavy to move, the Contractor may refuse collection and tag such Cart and/or Extra Unit with an explanation and request the Customer to reduce the weight, as appropriate.

(l) Detachable Container and Drop-box Weights. The Contractor shall not be required to lift a Detachable Container exceeding the safe working capacity of the collection vehicle. Drop-box weights must not cause the collection vehicle to exceed legal road weights.

(m) Carry-Out Service. (i) Carry-Out Service is provided to Single-Family Premises and Commercial Customers upon request at an additional charge pursuant to the Service Rate Schedule, Exhibit B. (ii) Customers who are physically challenged and therefore unable to move Containers to the Curbside may receive Carry-Out Service at no additional charge when so designated by the City. Customers must request such designation from the City, and the City shall inform the Contractor. Customer's household cannot have another person living in the Dwelling Unit who is capable of rolling Containers out to the Curb. All criteria used for such determination shall comply with Applicable Law.

(n) Suspension of Solid Waste Services for Disruptive Customers. The City and the Contractor acknowledge that from time to time some Customers may cause disruptions or conflicts that make continued service to such Customers unreasonable. Such disruptions or conflicts include, but are not limited to, repeated damage to Contractor-owned Containers, repeated non-compliance in positioning Containers in a proper manner to allow for automated collection, repeated unsubstantiated claims of timely set-out of Containers followed by a demand for return collection at no charge, threatening or intimidating conduct to Contractor's employees, or repeated unsubstantiated claims that the Contractor caused damage to a Customer's property.

(o) The Contractor shall make reasonable efforts to continue providing services to any such disruptive Customers, however, the Contractor may deny or discontinue services to any such Customer if the Contractor's reasonable efforts to accommodate the Customer and to provide services fail. Customers will be notified of suspended service to their service address within one (1) week of suspension. The Contractor shall notify the City Manager or their designee in writing of any discontinuation of services. If a Customer submits a written appeal of the discontinuation of their services to the City, the City may, in its discretion, determine that services be reinstated, and any such determination shall be final. The Contractor may also request the denial or discontinuance of services to Customers who are abusing the services or are determined to be ineligible.

(p) <u>Curbside Service to Private Roads and Driveways; Public Streets</u>.

i. In the event that the Contractor believes that a Private Road or Driveway cannot be safely negotiated due to unsafe conditions, including but not limited to significantly sloped hills, insufficient turning space, low clearance hazards, or narrow obstructions, or unsupportive driving surfaces, Contractor may request the City to evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property. If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customers and may require a road damage waiver agreement. In such event, if the Customer refuses to sign the road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customers will only be serviced from the closest Public Road access.

ii. Contractor shall not be responsible for damage to Private Roads, Private Driveways, Public Streets, or other driving surfaces caused by the weight of Contractor vehicles so long as such vehicles are within their legal weight limit.

iii. Any disputes arising between Contractor and Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be resolved at the discretion of the Contractor.

4. SPECIAL SERVICES:

(a) <u>Bulky Waste</u>. Customers may request and Contractor may offer special, on-call Bulky Waste pick-up service to Single-Family Premises. Upon request, Contractor shall provide to the Customer a quote (pricing and scheduling) to collect and dispose of such Bulky Waste.

(b) Transfer Station Free Disposal. For each Single-Family Premises whose account is in good standing, Contractor shall permit up to six (6) no-cost disposal trips to the Contractor-owned transfer station annually ("Free Dump Program"). During each disposal trip under the Free Dump Program, Customer may dispose of one (1) standard pick-up load-sized (legal to transport, two and a half cubic yards [2.5 cu. yd.] level) of residentially generated non-Hazardous Waste, including Garbage and furniture items, at no charge, but specifically excluding Construction and Demolition Debris, roofing material, or City Solid Waste from Commercial Premises. Customers will be required to self-haul their City Solid Waste to the transfer station and show proof of their residency within the City of Kennewick. The Customer's identification must match the name and address printed on their account with Contractor.

Free Dump Program participation and disposal tonnage will be reported to the City on an annual basis. The City and Contractor agree to evaluate the program each year. If disposal costs increase by ten percent (10%) or more in a contract year, Contractor and the City agree to negotiate in good faith to adjust the Free Dump Program by a reduction of allowable no-cost disposal trips per Customer or by an adjustment of the rates, in order to continue the program.

(c) Residential Fall Leaf Collection Program. As part of the Garbage service for Single-Family Premises, Contractor will collect black plastic bags or kraft lawn bags filled with leaves during the first full week of November, December and January each year. Bags must be placed at the curb on the Customer's regularly scheduled Garbage service day. No single bag may weigh more than fifty-five (55) pounds.

Contractor shall, during the first quarter of 2026, conduct a program cost analysis based upon all volumes and weights collected during the combined months of November 2025, December 2025, and January of 2026, and Contractor's associated costs to administer the program. This dollar amount shall be the "Baseline Leaf Program Cost" which shall be annually adjusted pursuant to the methodology in the Contract, Section 7(a).

If Contractor's costs to administer the program exceed the Baseline Leaf Program Cost by ten percent (10%) or more, as annually adjusted, or if changes in Applicable Law require composting of Yard Debris in the City, the Parties shall meet and confer to evaluate the need and feasibility of providing the Residential Fall Leaf Collection Program in its then current form, and the associated costs of such program. If changes to the program are deemed necessary, the Parties agree to negotiate in good faith to modify or terminate the program; provided, however, that if Contractor's administration of the program exceeds ten percent (10%) of the annually adjusted Baseline Leaf Program Costs, the Parties agree that changes to the program shall be deemed necessary and require modification of the program.

(d) Christmas Tree Collection. Contractor shall provide annual Christmas tree collection during the first two weeks of each year at no additional charge for Single-Family Premises. Trees shall be unflocked. Customers shall be required to cut trees into sections no more than three (3) feet in length and placed in a Cart whenever possible.

5. **CITY FACILITIES.** Contractor shall provide free collection of Garbage and Recyclable Materials to those City-owned facilities listed in Exhibit D ("City Facilities") during the Term. Such free collection shall not apply to material which: (i) is other than Garbage or Recyclable Materials generated at such City Facility through its normal operations (e.g., construction and demolition waste); (ii) is not generated by the City; or (iii) is collected by third parties and delivered to a City Facility. If the volume of a category of material generated by City-owned facilities increases by ten percent (10%) or more, if City-owned facilities are added, or if the City desires other services, then the Parties shall meet and confer in good faith to negotiate an appropriate adjustment to Contractor's rates set forth herein.

6. **PROMOTION, EDUCATION, OUTREACH**. The Contractor shall have primary responsibility for developing, designing and executing general waste reduction/recycling public education and outreach programs, with assistance and cooperation from the City. The Contractor shall have primary responsibility for providing service-oriented information and outreach to customers and implementing ongoing recycling promotion.

   (a) The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. The Annual Service Update may be printed and mailed or sent electronically and shall be made available on the Contractor's website. The Annual Service Update shall include an informational brochure indicating all services available, preparation and other service requirements, the Contractor's customer service contact information, inclement weather, general policies, online customer service tools, and other useful information. This category of Customer shall also receive periodic Contractor-prepared "new Customer" educational materials, and when new service is established, shall receive a statement of applicable rules and service policies, rates, services and preparation requirements.

   (b) The Contractor shall also conduct an annual outreach project to help increase recycling participation. The Contractor and the City will work together to select a targeted audience from the following customer groups: schools, commercial properties, residential customers. During the first year of the Contract, Contractor shall focus on reinforcing the availability of existing solid waste and recycling services with a focus on ensuring that Customers are aware of types and quantities of Recyclable Materials that may be set out for collection.

   (c) Contractor shall develop and submit to the City a transition and implementation plan for introducing any new and/or modified services to Customers. Examples of the information contained in such transition plan includes a calendar of various activities and events, details of Cart size and delivery options, contingency plans in the event of inclement weather, customer service training, bilingual literature and public education efforts. Within one (1) month of the latest date that this Contract is signed, Contractor agrees to provide implementation and education and outreach plans. The City will have ten (10) business days to review and approve such plans. If additional time is needed, the Parties will agree to a mutually acceptable timeline. Once the plans are approved by the City Manager or his/her designee, public outreach efforts will be conducted so that new services are ready to begin on the Commencement Date. Contractor shall be responsible for all costs associated with developing and distributing the educational materials to Customers. Outreach to Customers communicating the process by which Customers select new service options will occur prior to the Commencement Date.

(d) Contractor and the City of Kennewick Parks and Recreation department shall endeavor, in good faith, to negotiate a mutually beneficial sponsorship agreement during the Term of the Contract.

7. WEBSITE, PILOT PROGRAMS, AND CUSTOMER SERVICE.

(a) Website. The Contractor shall provide a Customer-friendly website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City''s collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes, and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor, and the ability for Customers to submit service requests online. Emailed Customer service requests shall be answered within twenty-four (24) hours of receipt. The website shall offer Customers the option to pay their service bills online through a secured bill payment system.

(b) Pilot Programs. Contractor-initiated pilot programs shall require prior written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request. The Contractor shall not be required to test or implement any pilot program, new technology, service, or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and the Contractor.

(c) Customer Service. Contractor shall maintain a local access telephone number and a toll-free number, staffed at a level sufficient to address any Customer requests and/or any Customer complaints. Staff shall be on duty between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except holidays.

Contractor shall provide City staff with a telephone number for administrative and emergency purposes, available twenty-four (24) hours a day, at which City staff can contact local Contractor staff. If City staff informs Contractor of a service issue, Contractor shall notify City staff within twenty-four (24) hours of resolution of such issue.

8. CITY AND CONTRACTOR RESPONSIBILITIES.

(a) City Responsibilities. The City Manager or their designee will provide a point of contact for the Contractor for administration of the Contract including:

i. Review of compensation adjustments submitted by the Contractor in accordance with Section 7, Adjustments to Authorized Rates, for accuracy;

ii. Review of public education and outreach programs and provide input with the cooperation and assistance of the Contractor;

iii. Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor. Review and approve all assignment, pledging, subcontracting, or delegation, of money or duties;

iv. Maintaining sufficient clearances on streets and in alleyways. This shall include pruning of branches/shrubs, clearing of snow and other impediments to truck traffic and safe operations;

v. Providing developers with Contractor's enclosure designs during site plan review and invite Contractor to review site plans prior to plan approval to ensure enclosures are adequately sized and ingress/egress is safe to provide requested services; and

vi. As provided in the Contract, Section 3(b)(ii), timely providing notices of any pending annexations.

(b) Contractor Responsibilities. The Contractor shall provide two (2) points of contact to the City for administration of the Contract, and shall perform the Solid Waste Services in accordance with the provisions of this Contract and Applicable Law, including the provisions enumerated below:

i. Collecting Garbage and Recyclables in the City Service Area;

ii. Transporting Garbage and Recyclables to an appropriate solid waste disposal facility, transfer station, or material recovery facility as determined in the sole discretion of the Contractor; and

iii. Billing pursuant to the Contract, Section 9, Billing and Payment.

EXHIBIT B
SERVICE RATE SCHEDULE

(All rates are Monthly unless denoted otherwise)

	1/1/2026	1/1/2027
<u>RESIDENTIAL RATES (INCLUDES WEEKLY CURBSIDE RECYCLING THROUGH DECEMBER 31, 2026. EFFECTIVE JULY 1, 2027 RECYCLING COLLECTION SHALL BE EVERY OTHER WEEK.)</u>		
<u>WEEKLY CURBSIDE COLLECTION SERVICE</u>	Monthly Rate	Monthly Rate
Qty (1) 35-gallon Garbage Cart	$ 21.82	$ 25.81
Qty (1) 35-gallon Garbage Cart * Eligible low income	$ 17.45	$ 20.65
Qty (1) 64-gallon Garbage Cart	N/A	$ 30.65
Qty (1) 64-gallon Garbage Cart * Eligible low income	N/A	$ 24.52
Qty (1) 96-gallon Garbage Cart	$ 29.46	$ 33.84
Qty (1) 96-gallon Garbage Cart * Eligible low income	$ 23.56	$ 27.08
** Eligible low income as defined in the Contract, Section 9(b).*		
<u>ADDITIONAL RESIDENTIAL CARTS</u>	Monthly Rate	Monthly Rate
Second cart	$ 9.99	$ 10.41
Third & additional carts	$ 18.00	$ 18.75
Additional 96-gallon or 35-gallon Recycling Cart	N/A	$ 8.50
<u>MISCELLANEOUS RESIDENTIAL SERVICE CHARGES:</u>	Per Unit	Per Unit
Extra Units (32-gallon cart or equivalent)	$ 4.50	$ 4.68
Drive-in	$ 11.07	$ 11.53
Carry-Out Service per cart (over 5ft. but not over 25ft.)	$ 1.46	$ 1.52
Carry-Out Service per cart (over 25ft. and each increment of 25ft thereafter)	$ 1.06	$ 1.10
Return Trips - carts (per pickup)	$ 17.78	$ 18.51
Redelivery (per delivery)	$ 25.87	$ 26.95
Contamination	$ 32.00	$ 33.33
Bad Pay Reactivation	$ 30.07	$ 31.32
<u>COMMERCIAL RATES</u>		
<u>COMMERCIAL CANS/CARTS (1X WEEK SERVICE):</u>	Monthly Rate	Monthly Rate
Qty (1) 32-gallon Can, existing customers only	$ 21.57	$ 22.47
Qty (1) 35-gallon Cart	$ 22.85	$ 23.80
Qty (1) 64-gallon Cart	$ 41.78	$ 43.52
Qty (1) 96-gallon Cart	$ 62.67	$ 65.28

(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)

COMMERCIAL FRONT LOADERS - Loose (1x week service):	Monthly Rate	Monthly Rate
Qty (1) 2-yard	$ 131.04	$ 136.50
Qty (1) 3-yard	$ 174.07	$ 181.32
Qty (1) 4-yard	$ 220.55	$ 229.74
Qty (1) 6-yard	$ 283.90	$ 295.73
Qty (1) 8-yard	$ 349.90	$ 364.48

COMMERCIAL FRONT LOADERS - Compacted (1x week service)	Monthly Rate	Monthly Rate
Qty (1) 2-yard Compactor	$ 205.64	$ 214.21
Qty (1) 4-yard Compactor	$ 411.33	$ 428.47
Qty (1) 6-yard Compactor	$ 720.28	$ 750.29

TEMPORARY FRONT LOADER	Per Haul	Per Haul
Qty (1) 2-yard	$ 65.07	$ 67.78
Qty (1) 3-yard	$ 81.51	$ 84.91
Qty (1) 4-yard	$ 99.51	$ 103.66
Qty (1) 6-yard	$ 123.77	$ 128.93
Qty (1) 8-yard	$ 149.18	$ 155.40

TEMPORARY FRONT LOADER	Per Unit	Per Unit
Delivery	$ 58.58	$ 61.02
Daily Rent	$ 11.00	$ 11.46

(If the customer requires multiple container service, in any combination, the rates shown above will be multiplied by the number and size of commercial containers requested.)

MISCELLANEOUS COMMERCIAL SERVICE CHARGES:	Per Unit	Per Unit
Return Trips (per pickup) – Carts	$ 6.14	$ 6.40
Return Trips (per pickup) – Containers(excluding Carts)	$ 18.93	$ 19.71
Roll-Out Cart or Container	$ 24.71	$ 25.74
Disconnect Hydraulics	$ 28.62	$ 29.81
Unlock Container	$ 19.19	$ 19.99
Gate Opening	$ 19.19	$ 19.99
Redelivery (per delivery)	$ 58.58	$ 61.02
Bad Pay Reactivation	$ 30.07	$ 31.32
Overage – Carts (32 gallon or equivalent)	$ 7.59	$ 7.91
Overage – Containers (per yard)	$ 43.74	$ 45.56

Extra Lift: Additional service on scheduled pickup day while driver is on site. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333).

Extra Service: Additional service on a non-scheduled pickup day requiring a specially dispatched driver. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333) plus return trip fee.

ROLL OFF RATES

PERMANENT HAUL FEES	Rate Per Haul	Rate Per Haul
Under 20-yard – Loose	$ 236.47	$ 246.32
20-yard and Greater – Loose	$ 283.76	$ 340.51
Compactors (all sizes)	$ 340.51	$ 408.61

TEMPORARY HAUL FEES	Rate Per Haul	Rate Per Haul
Under 20-yard	$ 236.47	$ 246.32
20-yard and Greater	$ 283.76	$ 340.51

TEMPORARY RENT FEES	Daily Rent	Daily Rent
Under 20-yard	$ 8.41	$ 8.76
20-yard and Greater	$ 10.38	$ 10.81

TEMPORARY DELIVERY CHARGE	Per Unit	Per Unit
Roll off temporary	$ 100.69	$ 104.88

DISPOSAL FEES	Per Yard	Per Yard
Disposal per yard – Loose	$ 13.43	$ 13.99
Disposal per yard – Compacted	$ 22.98	$ 23.94

MISCELLANEOUS ROLL OFF SERVICE CHARGES:	Per Unit	Per Unit
Additional Mileage - Per mile over ten miles from the transfer station	$ 4.95	$ 5.16
Trip - Drop box (per pickup)	$ 25.47	$ 26.53
Disconnect Hydraulics	$ 28.62	$ 29.81
Placement/Relocation Rate	$ 20.29	$ 21.14
Bad Pay Reactivation	$ 30.07	$ 31.32
Lock and Unlock	$ 18.91	$ 19.70

CONTAINER WASHING	Per Unit	Per Unit
Under 8-yards	80.86	84.23
8-yards and over	121.34	126.40

HOURLY RATES	Per Hour	Per Hour
Collection Vehicle - Special Pickups (per hour)	$ 168.49	$ 175.51
Extra Personnel (per hour)	$ 65.49	$ 68.22
Stand-by Time (per minute)	$ 2.81	$ 2.93

EXHIBIT C
RECYCLABLE MATERIALS SPECIFICATIONS

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Paper	• Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures • Newspaper, advertisements and paper inserts • Magazines and inserts • Catalogs • Cardboard • Direct mail and paper inserts • Envelopes • Paper bags • Cereal, cookie and cracker boxes • Paper towel tubes • Toilet paper tubes • Tissue boxes • Non-foil wrapping paper • Kraft paper bags or boxes • Paper envelopes containing plastic windows	All materials must be dry. **<u>Remove any:</u>** • Plastic bags (exterior or interior) • Plastic packaging • Metal • Electronics • Magnets • Twine • Straws • Lids • Food and/or liquids • Plastic windows in paper envelopes okay	• Shredded paper • Paper envelopes lined with bubble wrap • Insulation liners or envelopes made from plastic (spunbonded high-density polyethylene (HDPE)) • Laminated paper • Stickers/labels • Photos • Carbon paper • Receipts • Paper affixed to magnets • Hot or cold cups • Pet food bags • Mixed material bags • Wet and/or soiled paper • Paper with large amounts of paint and/or glue • Frozen food boxes • Juice boxes • Milk cartons • Ice cream containers • Aseptic containers, e.g. soup, broth, soymilk, almond milk
Cardboard	• Cardboard boxes • Cardboard packaging • Cardboard beverage containers	• All materials must be dry • Flatten all cardboard • Remove all interior packaging, e.g. block foam, packing peanuts and exterior plastic wrap • Do not bundle with tape or twine (external tape is acceptable)	• Waxed cardboard

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
		• Place any oversized cardboard next to Cart/Container	
Metal	• Tin, aluminum and/or steel food and/or beverage containers	• Remove all exterior packaging • Remove lids • Empty of all food and/or liquids or other debris • Labels do not need to be removed	• Aluminum foil and/or trays • Sharp and/or greasy metal • Scrap metal • Batteries • Microwaves • Electrical cords • Cell phones • Vehicle snow chains • Miscellaneous chains • Aerosol cans • Wire hangers
Plastic Bottles	• PET/PETE bottles • HDPE bottles/jugs • Dairy tubs, e.g. butter, yogurt, cottage cheese	• Remove lids • Remove straws • Empty of all food and/or liquids or other debris • Labels do not need to be removed •	• Plastic bags • Plastics items #3-#7 • Food and/or beverage containers • Cups • Rigid flowerpots • 5-gallon buckets • Plastic film • Diapers • Plastic bottles that contained HHW listed materials • Deli, bakery and produce clamshell containers • Loose lids, any size • Plant trays • PVC • Large rigid plastic, e.g. outdoor furniture, laundry baskets, swimming pools, toys • Hoses • Landscaping/sprinkler tubing
Other	Not applicable	Not applicable	• Fabric (textiles) • Carpet • Rope • Chains • Christmas lights

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
			• Wood • Glass of any kind • Wire • Tire chains

EXHIBIT D
CITY FACILITIES (AS OF JANUARY 1, 2025)

City Buildings/Emergency Services

Service Name	Address	Service Level
City Library (Union)	1620 S Union St	6yd MSW 1x per week
Keewaydin Park-by Library	405 S Dayton St	4yd MSW 1x per week
Keewaydin Park-by Library	204 Keewaydin Dr	3yd MSW 1x per week
Grange Building	1500 S Union St	4yd MSW 2x per week
Fire Safety Training Facility	1811 S Ely St	6yd MSW 1x per week
City Hall	210 W 6th Ave	6-96G RECY 1x per week
City Hall	210 W 6th Ave	3yd MSW 2x per week
City Hall	210 W 6th Ave	3yd RECY 2x per week
Kennewick Police Dept	211 W 6th Ave	4yd MSW 3x per week
Keewaydin Community Center	500 S Auburn St	2yd MSW 1x per week
Keewaydin Community Center	500 S Auburn St	2yd RECY 1x per week
Fire Prevention Training Center	600 S Auburn St	2yd MSW 1x per week
Fire Station #1	302 W 10th Ave	3yd MSW 1x per week
Fire Station #1	302 W 10th Ave	2yd RECY 1x per week
Fire Station #2	414 N Morain St	3yd MSW 1x per week
Fire Station #2	414 N Morain St	3yd RECY 1x per week
Fire Station #3	7009 W Grandridge Blvd	3yd MSW 1x per week
Fire Station #3	7009 W Grandridge	2yd RECY 1x per week
Fire Station #4	2620 W 27th Ave	3yd MSW 1x per week
Fire Station #4	2620 W 27th Ave	2yd RECY 1x per week
Fire Station #5	6016 W 10th Ave	3yd MSW 1x per week
Fire Station #5	6016 W 10th Ave	2yd RECY 1x per week
Toyota Center	7000 W Grandridge Blvd	20yd RO MSW (open top) 2x per month
Toyota Center	7000 W Grandridge Blvd	30yd RO MSW (close top) 2x per month
Convention Center	7016 W Grandridge Blvd	25yd Compactor 1x per month
Convention Center	7016 W Grandridge Blvd	30yd RECY 1x per month

Public Works/Utilities

Service Name	Address	Service Level
Public Works (Frost Building)	1010 E Chemical Dr	2-8yd MSW 2x per week
Public Works (Frost Building)	1010 E Chemical Dr	4yd MSW 2x per week
Public Works (Frost Building)	1010 E Chemical Dr	4yd RECY, 4-96G RECY 1x per week
Public Works Yard	9300 W 10th Ave	4yd MSW 1x per week
Biosolids Office (2026)	201 N Nutmeg St	3yd MSW 1x per week
Waste Water Vactor	213 N Nutmeg St	20yd RO 1x per month (low profile)

City Yard	414 E 10th Ave	6yd MSW 1x per week
City Yard	414 E 10th Ave	4yd MSW 1x per week
City Yard	414 E 10th Ave	6yd RECY 1x per week
Waste Water Office	416 N Kingwood	3yd MSW 1x per week
Waste Water Office	416 N Kingwood	4yd MSW 1x per week
Waste Water Screen Room	416 N Kingwood	6yd MSW 2x per week
Water Treatment Plant	615 E Columbia Dr	6yd MSW 1x per week

Public Works RO Temp		5-30yd RO hauls per year
Parks RO Temp		10-30yd RO hauls per year
City Free Dumps at WM Transfer Station		150 loads* (130 tons)

** 6 passenger tires are equivalent to one load*

Parks

Service Name	Address	Service Level
Columbia Park	Boat Launch (blue bridge)	2-40yd storage containers
Columbia Park	Boat Launch (blue bridge)	4yd MSW 2x per week
Columbia Park	Rotary Stage	4yd MSW 2x per week
Columbia Park	Playground of Dreams	6yd MSW 2x per week
Columbia Park	Playground of Dreams	6yd MSW 2x per week
Columbia Park	Edison Shop	8yd MSW 2x per week
Columbia Park	Columbia Park	150-96G MSW 2x per week
Columbia Park	Edison Shop	8yd MSW 2x per week
Columbia Park	Edison Shop (chip location)	8yd MSW 2x per week
Columbia Park (Kiwanis Building)	6007 Paul Parish Dr	8yd MSW 2x per week
Lawrence Scott Park	6020 W Quinault Ave	8yd MSW 2x per week
COK Snack Bar	(Softball Field 1) 308 W 8th Ave	3yd MSW 2x per week
Eastgate Park	1110 E 10th Ave	6yd MSW 2x per week
Eastgate Park	1110 E 10th Ave	4yd MSW 2x per week
Babe Ruth Field	200 W 8th Ave	4yd MSW 1x per week
Southridge Sports Complex	2901 Southridge Blvd	2-8yd MSW 3x per week
Southridge Sports Complex	2901 Southridge Blvd	6yd RECY 1x per week
City Pool	315 W 6th Ave	6yd MSW 2x per week
Golf Course	2701 Paul Parish Dr.	6yd MSW 1x per week