



CITY COUNCIL REGULAR MEETING AGENDA
July 20, 2021 at 6:30 p.m.
City's Website

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of July 6, 2021.
- b. Motion to approve Claims Roster - None.
- c. Motion to approve Payroll Roster for June 30, 2021.
- d. Motion to authorize the City Manager to sign the Outside Utility Agreement with Eric Mendoza to provide sanitary sewer services.
- e. Motion to authorize the City Manager to sign the Local Agency Agreement Supplement #1 to obligate Right of Way funding for the P2010 Deschutes Street & Columbia Center Blvd project.
- f. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County and the City of Richland for the 2021 Byrne Justice Assistance Grant (JAG) Program Award.
- g. Motion to cancel the August 3, 2021 City Council meeting.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 4:30 p.m. on Monday, July 19th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 4:30 p.m. on Monday, July 19th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_vpp140UQSBa3erPEAZAB8g. Registrations must be received by 4:00 p.m. on Tuesday, July 20th.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS
7. NEW BUSINESS
8. UNFINISHED BUSINESS
9. COUNCIL COMMENTS/DISCUSSION
10. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
July 6, 2021

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:31 p.m.

Meeting conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross	Other Employees
John Trumbo	Anthony Muai	Aaron Clem	
Bill McKay	Christina Palmer	Chad Michael	
Chuck Torelli	Lisa Beaton	Evelyn Lusignan	
Jim Millbauer	Cary Roe	Corey Osborn	
Brad Beauchamp	Terri Wright	Bruce Mills	
Mayor Don Britain	Dan Legard	Krystal Townsend	

Mayor Britain led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Parks and Recreation Month

Mayor Britain read proclamation. Ken Hahn, Parks & Recreation Commission Chair was present on behalf of the commission.

2. APPROVAL OF AGENDA

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- Minutes of Regular Meeting of June 15, 2021.
- Motion to approve Claims Roster for the Columbia Park Golf Course Account for May 2021.
- Motion to approve Payroll Roster for June 15, 2021.
- Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Zintel Creek Estates contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.
- Motion to authorize staff to apply for a Public Works Trust Fund Loan for funding of the Zone 3 Transmission Main project.

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

Richard Bloom, 5900 Everett St, West Richland – Expressed concerns about the proposed funding of Benton/Franklin drug treatment and mental health facility.

5. ORDINANCE/RESOLUTIONS - None

6. PUBLIC HEARINGS/MEETINGS -None

7. NEW BUSINESS - None
8. UNFINISHED BUSINESS - None
9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 6:56 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	07/20/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 6/30/2021		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 6/30/2021 in the amount of \$2,279,312.91 comprised of check numbers 75120 through 75141 and direct deposit numbers 193025 through 193457.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,279,312.91.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Jul 01, 14:40:32 GMT-0700 2021	
Marie Mosley	
Jul 15, 15:43:13 GMT-0700 2021	

Attachments: payroll roster

Recording
Required?

July 20, 2021


All Departments:

June 30, 2021

ADMINISTRATIVE TEAM	5,910.48
CITY COUNCIL	4,612.50
CITY MANAGER	12,803.09
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	55,816.77
EMPLOYEE & COMMUNITY RELATIONS	53,179.18
ENGINEERING	50,801.91
FACILITIES & GROUNDS	94,441.75
FINANCE	50,148.64
FIRE	144,833.15
LEGAL SERVICES	23,254.83
MANAGEMENT SERVICES	82,959.96
POLICE	594,520.29
	<hr/>
Subtotal General Fund	1,173,282.55
STREETS	39,833.38
TRAFFIC	21,272.63
	<hr/>
Subtotal Street Fund	61,106.01
BI-PIN	10,154.82
BUILDING SAFETY	74,697.60
COMMUNITY DEVELOPMENT	4,125.98
CRIMINAL JUSTICE	66,336.46
EQUIPMENT RENTAL	12,352.97
MEDICAL SERVICES	370,198.07
RISK MANAGEMENT	3,733.05
STORMWATER UTILITY	36,007.30
WATER & SEWER	163,529.41
	<hr/>
Subtotal Other Funds	741,135.66
Total Salaries and Wages	1,975,524.22
<hr/>	
<u>Benefits:</u>	
Industrial Insurance	40,395.48
Medical Retirement Account	3,375.00
Retirement	144,206.99
Social Security (FICA)	113,424.79
WA Family Leave	2,386.43
	<hr/>
	303,788.69
	<hr/>
Total Benefits	
Grand Total	\$2,279,312.91
	<hr/> <hr/>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,279,312.91 comprised of check numbers 75120 through 75141 and direct deposit numbers 193025 through 193457.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	07/20/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Outside Utility Agreement - Eric Mendoza		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council authorize the City Manager to sign the Outside Utility Agreement with Eric Mendoza to provide sanitary sewer service.

Motion for Consideration

I move to authorize the City Manager to sign the Outside Utility Agreement with Eric Mendoza to provide sanitary sewer service.

Summary

Eric Mendoza owns the property located at 1905 E. 3rd Ave which is located outside the City limits but within the Urban Growth Area. The City of Kennewick already provides domestic water service and sewer is available for connection adjacent the property. This Outside Utility Agreement will allow connection from from 1905 E. 3rd Ave to City of Kennewick Sanitary Sewer upon payment of applicable connection fees.

Per KMC 14.10.040 and 14.22.040 public water and sanitary sewer extensions outside the City limits shall be approved by council.

Alternatives

N/A

Fiscal Impact

N/A

Through	John Cowling Jul 06, 08:48:43 GMT-0700 2021
Dept Head Approval	Cary Roe Jul 12, 16:08:05 GMT-0700 2021
City Mgr Approval	Marie Mosley Jul 15, 15:44:47 GMT-0700 2021

Attachments: OUA

Recording Required?

After Recording, Return to:

City of Kennewick
P.O. Box 6108
Kennewick WA 99336

**CITY OF KENNEWICK
OUTSIDE UTILITY AGREEMENT**

THIS AGREEMENT is made between the City of Kennewick, a municipal corporation, hereinafter referred to as “City,” and the undersigned Owner(s), hereinafter referred to as “Owner.”

Owner Name: Eric Mendoza
Address: 1905 E 3rd Ave
Parcel Number: 1-0580-202-0011-001
Legal Description: CHICAGO TEN-ACRE TRACTS: THE EAST 80 FEET OF THE WEST 100 FEET OF THE SOUTH 130 FEET OF TRACT 11.

SECTION 1. DEFINITIONS.

Unless otherwise specifically stated in this Agreement, the following terms shall have the following meanings:

- 1.1 The term “property” shall mean the property as shown in “Exhibit A” which is attached to this Agreement and incorporated by reference. The term shall also mean the individual lots or parcels that occur or are created as a result of the subdivision of the property as shown in “Exhibit A.”
- 1.2 The term “Owner” and “Owners” shall mean any person, corporation, partnership, entity, being, trust, or agency that currently has title, or obtains title or ownership at any time in the future, to the property or properties as shown in “Exhibit A” of this Agreement. The definition of “Owner” as contemplated by this Agreement is intended to include the owner’s heirs, successors, and assigns. The term shall also mean any person, corporation, partnership, entity, being, trust, or agency who purchases or otherwise obtains title to a lot or lots that are created as a result of the subdivision of the property as shown in “Exhibit A.”

SECTION 2. RECITALS.

- 2.1 The City of Kennewick is not legally required to provide water and/or sewer service to property located outside of the Kennewick city limits.
- 2.2 Pursuant to Kennewick Municipal Code (KMC) 14.10.040 and 14.22.040(1), no extensions of the public water system or public sewer system shall be made outside of city limits except by contract approved by City Council.
- 2.3 Paragraph 2 of Resolution 13-28 provides that in exchange for supplying utility services, property owners are to sign an Outside Utility Agreement which conveys to the City the right to petition for annexation or protest any annexation or proposed annexation of the property receiving utility services.
- 2.4 The Outside Utility Agreement signed by the property owner(s) does not result in immediate annexation of the owner’s property, but instead grants the City of Kennewick the authority to act on the property owner’s behalf with regard to the issue of annexation should the property ever become eligible for annexation.

- 2.5 The Outside Utility Agreement does not give the City of Kennewick title to, or an ownership interest in, the property receiving utility services.

SECTION 3. UTILITY SERVICE CONDITIONS.

- 3.1 **Annexation Agreement.** In consideration and as a condition of receiving water and/or sewer service provided by the City of Kennewick, and for not denying a local improvement district as authorized under RCW 35.43.075, Owner agrees that at such time as the City desires to annex the property as shown in “Exhibit A,” Owner shall fully cooperate with and agree to the annexation as follows:
- 3.1.1 Owner has been advised and understands that the City may commence annexation proceedings regarding the property as shown in “Exhibit A” at any time after the property becomes eligible for annexation following the authorization and recording of this Agreement.
 - 3.1.2 Whenever so requested, Owner shall sign any letter, notice, petition, or other document initiating, furthering, or accomplishing the annexation of the property as shown in “Exhibit A” to the City.
 - 3.1.3 Owner agrees that this document, once signed and recorded, shall be considered a valid petition for annexation of the property as shown in “Exhibit A,” or any portion thereof, subject to any debt or zoning requirements imposed by the City upon such petition.
 - 3.1.4 By entering into this Agreement, Owner knowingly, intelligently, and voluntarily waives any right to actively protest annexation of the property receiving utility services, whether annexation be by petition or otherwise.
 - 3.1.5 By accepting the terms of this Agreement, Owner grants to the City an irrevocable power of attorney to execute any annexation documents on behalf of the Owner, or as may be necessary to complete the annexation, so long as the City remains a municipal corporation. This power of attorney shall not be affected by the disability of the principal.
- 3.2 **Utility Improvements.** Water and/or sewer service shall not be provided until all applicable utility improvements are constructed, inspected and approved, and meet City standards and specifications. Owner shall pay to the City, when due, all connection charges, capital recovery fees, service fees, local improvement assessments, and any other charges and fees required by law to be paid for the utility services being applied for. Connection to, or extension of, the public utility system will be at Owner’s expense and liability. Further, Owner is required to obtain and record any easements as may be required.
- 3.3 **Change in Development.** Any change in the site development from the approved use or corresponding development plan as provided to the City, that is determined by the City to constitute a significant change in the demand on the utility system, may result in the imposition of additional conditions to this Agreement, or the revocation of this Agreement.
- 3.4 **Fire Protection.** The City’s approval of water service does not guarantee fire protection flow requirements.

SECTION 4. MISCELLANEOUS PROVISIONS.

- 4.1 **Modification.** No modification of this Agreement, with the exception of the conditions imposed by the City pursuant to subsection 3.2 of this Agreement, shall be made unless mutually agreed upon by the parties in writing.

- 4.2 **Severability.** In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed, and such conflict shall not affect the other terms and conditions of this Agreement.
- 4.3 **Costs and Attorney Fees.** In the event that litigation of this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney fees and costs incurred in pursuing such litigation. Further, Owner agrees that, should it be necessary for the City to enforce any of the provisions of this Agreement, Owner shall pay to the City all reasonable attorney fees and costs incurred by the City in enforcing this Agreement.
- 4.4 **Agreement Runs With Land.** The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon the heirs, successors, and assigns of the Owner.
- 4.5 **Community Property.** When the property receiving utility services is community property, Owner acknowledges and agrees that subsequent removal of one spouse's name from the property's title does not void, rescind, or otherwise invalidate this Agreement.
- 4.6 **Recording.** This Agreement shall be recorded immediately upon execution among the land records of the Benton County Auditor. In addition, this Agreement shall be recorded and shall appear on the title of each parcel or lot that is created as a result of the subdivision of the property, if applicable. All recordings of this Agreement shall occur at Owner's expense.
- 4.7 **Breach.** The failure to meet any of the terms or conditions of this Agreement shall constitute a material breach of this Agreement. In the event of a breach, the City may, in addition to any other remedy provided by law, refuse to provide water and/or sewer service to the breaching party or the affected property.
- 4.8 **Release of Claims.** By signing this Agreement, Owner releases the City from any and all lawsuits, claims, causes of action, damages or fees, whether known or unknown, that it may have or may bring against the City as a result of the process for obtaining the water and/or sewer service as contemplated by this Agreement.
- 4.9 **Complete Agreement.** This Agreement represents and contains the entire understanding between Owner and the City with regard to obtaining water and/or sewer services outside of City limits. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document. Any such prior agreements are specifically terminated.

Owner(s) have been given an opportunity to address any questions and concerns with the attorney of their choosing. By signing below, Owner(s) agree that they have read this Agreement, or have had this Agreement read to them. Further, Owner(s) agree that they understand the terms and conditions of this Agreement, and have chosen to enter into this Agreement in a knowing, intelligent, and voluntary manner.

Dated this 18 day of June, 2021.



 Signature of Property Owner
 Printed Legal Name: _____

 City Manager (Representative)

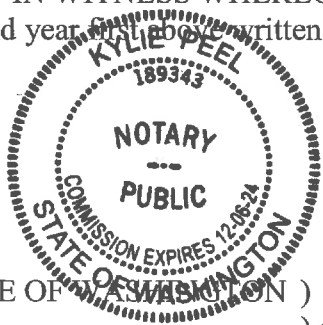
 Signature of Property Owner
 Printed Legal Name: _____

(Note: If the Grantor is a corporation or partnership, please attach documentation of authority for signature, i.e. Articles of Incorporation.)

STATE OF WASHINGTON)
) ss.
County of Benton)

On the 18th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Mendoza, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kylie Peel
Notary Public in and for the State of Washington,
residing at Benton Co My Com. Exp.: 12/6/24

STATE OF WASHINGTON)
) ss.
County of Benton)

On the ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____. My Com. Exp.: _____.

STATE OF WASHINGTON)
) ss.
County of Benton)

On the ____ day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARIE E. MOSLEY**, to me known to be the City Manager of the City of Kennewick, Washington, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____. My Com. Exp.: _____.

Exhibit A, Map



Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	07/20/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Deschutes/CCB Intersection Supplement No. 1		
Ordinance/Reso #		Contract #	
Project #	P2010	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council authorize the City Manager to sign the Local Agency Agreement Supplement #1 to obligate Right of Way funding for the P2010 Deschutes Street & Columbia Center Blvd. Intersection Project.

Motion for Consideration

I move to authorize the City Manager to sign the Local Agency Agreement Supplement #1 to obligate Right of Way funding for the P2010 Deschutes Street & Columbia Center Blvd. Intersection Project.

Summary

The original Local Agency Agreement that obligated a Federal grant through the Surface Transportation Block Group program for the design phase for the Deschutes & Columbia Center Boulevard Intersection Improvements project was approved at the Feb. 18, 2020 Council meeting. This Supplement No. 1 will provide authorization to WSDOT to obligate funding for the Right of Way (ROW) phase for this project. The scope of work includes construction of a right-turn lane for added turning capacity for west-bound traffic turning north onto Columbia Center Blvd. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.

The attached agreement is for the ROW phase, which is estimated at \$200,000. This will cover expenditures for both in-house and consulting services for creating ROW appraisals, maps, and easement/property acquisitions.

Alternatives

None.

Fiscal Impact

Urban Arterial Street Fund: \$27,000

Federal Match: \$173,000

Through	Heath Mellotte Jul 13, 11:07:43 GMT-0700 2021
Dept Head Approval	Bruce Mills Jul 13, 11:17:37 GMT-0700 2021
City Mgr Approval	Dan Legard Jul 13, 11:36:36 GMT-0700 2021

Attachments: Agreement

Recording Required?



Agency City of Kennewick		Supplement Number 1
Federal Aid Project Number STP(UL)-9903(020)	Agreement Number LA 9792	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Deschutes/Columbia Center Boulevard Intersection

Length 0.10

Termini I/S Deschutes to I/S Columbia Center Blvd

Description of Work ✓ No Change

Reason for Supplement

Obligate RW Phase

Are you claiming indirect cost rate? ✓ Yes No

Project Agreement End Date 12/31/2026

Does this change require additional Right of Way or Easements? Yes ✓ No Advertisement Date: n/a

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	99,000.00		99,000.00	13,365.00	85,635.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00	135.00	865.00
	e. Total PE Cost Estimate (a+b+c+d)	100,000.00	0.00	100,000.00	13,500.00	86,500.00
Right of Way 86.5 %	f. Agency		41,497.00	41,497.00	5,602.00	35,895.00
	g. Other Consultant		41,822.00	41,822.00	5,646.00	36,176.00
Federal Aid Participation Ratio for RW	h. Other Acquisition		115,681.00	115,681.00	15,617.00	100,064.00
	i. State		1,000.00	1,000.00	135.00	865.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	200,000.00	200,000.00	27,000.00	173,000.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	100,000.00	200,000.00	300,000.00	40,500.00	259,500.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

Washington State

Department of Transportation

By Director, Local Program

Title City Manager, City of Kennewick

Date Executed

Agency City of Kennewick		Supplement Number 1
Federal Aid Project Number STP(UL)-9903(020)	Agreement Number LA 9792	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter additional amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	07/20/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	2021 Justice Assistance Grant (JAG)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Police Department		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Recommend Council approve the 2021 Justice Assistance Grant Interlocal Agreement.

Motion for Consideration

I move to authorize the Mayor to sign the Interlocal Agreement with Benton County and the City of Richland for the 2021 Byrne Justice Assistance Grant (JAG) Program Award.

Summary

The 2021 Justice Assistance Grant (JAG) total award to KENNEWICK, RICHLAND and COUNTY is \$31,870, which will be shared between KENNEWICK, RICHLAND, and COUNTY, as they are certified as disparate, therefore requiring one application and award to be shared between all three jurisdictions.

Benton County will receive \$4,780; Richland will receive \$7,968; and Kennewick will receive \$19,122. The funds received by Kennewick will be utilized to purchase five (5) mobile computers for patrol and detective vehicles.

Alternatives

No alternatives exist.

Fiscal Impact

0.00

Through	Randy Maynard Jul 14, 12:51:17 GMT-0700 2021
Dept Head Approval	Ken Hohenberg Jul 15, 07:52:45 GMT-0700 2021
City Mgr Approval	Marie Mosley Jul 15, 15:49:08 GMT-0700 2021

Attachments: Agreement

Recording Required?

**THE STATE OF WASHINGTON
COUNTY OF BENTON**

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KENNEWICK, WA
THE CITY OF RICHLAND, WA
AND
COUNTY OF BENTON, WA**

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____, day of _____, 2021 by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as KENNEWICK), and Richland, acting by and through its governing body, the Richland City Council (hereinafter referred to as RICHLAND), all three of Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, the total award to KENNEWICK, RICHLAND and COUNTY is \$31,870, which will be shared between KENNEWICK, RICHLAND, and COUNTY, as they are certified as disparate, therefore requiring one application and award to be shared between all three jurisdictions; and,

WHEREAS, KENNEWICK, RICHLAND and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, KENNEWICK, RICHLAND and COUNTY agree as follows:

Section 1.

KENNEWICK is the fiscal agent for this grant as only one jurisdiction can make application for the funds. KENNEWICK agrees to pay RICHLAND a total of \$7,968 and COUNTY a total of \$4,780 of JAG funds from the 2021 award.

Section 2.

COUNTY agrees to use \$4,780 for secure storage in marked patrol vehicles.

Section 3.

RICHLAND agrees to use \$7,968 to acquire bicycles for patrol and non-ballistic helmet visors for crowd control helmets.

Section 4.

KENNEWICK agrees to use \$19,122 to purchase five in-car computers for patrol and detective vehicles.

Section 5.

RICHLAND and COUNTY agree to submit timely quarterly reports to KENNEWICK, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with the reporting requirements for the JAG program.

Section 6.

Nothing in the performance of this Agreement shall impose any liability on KENNEWICK for claims against COUNTY or RICHLAND, or on COUNTY or RICHLAND for claims against KENNEWICK.

Section 7.

Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 13 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 8.

Each party to this Agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9.

The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11.

The term of this Agreement shall be from the date of signing through September 30, 2024.

Section 12.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

Section 13.

Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other parties. The parties' representatives are as follows:

Benton County: Sheriff Jerry Hatcher
City of Richland: Chief John Bruce
City of Kennewick: Chief Ken Hohenberg

Section 14.

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this Agreement are specifically excluded.

City of Kennewick, Washington

County of Benton, Washington

DON BRITAIN, Mayor

Chairman of Benton County
Commission

ATTEST:

APPROVED AS TO FORM:

TERRI L. WRIGHT, City Clerk

Deputy Prosecuting Attorney

APPROVED AS TO FORM:
Contract Authorization

LISA BEATON, City Attorney

City of Richland, Washington

JON AMUNDSON, ICMA-CM
Interim City Manager

ATTEST:

JENNIFER ROGERS, City Clerk

APPROVED AS TO FORM:
Contract Authorization

HEATHER KINTZLEY, City Attorney

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	07/20/2021
Agenda Item Type	General Business Item		
Subject	Cancel Regular Meeting of August 3, 2021		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council cancel the regular meeting of August 3, 2021, to allow Council participation in the National Night Out event at the Boys & Girls Club.

Motion for Consideration

I move to cancel the regular meeting of August 3, 2021, to allow Council participation in the National Night Out event.

Summary

August 3rd is "National Night Out" this year. The event is being sponsored by the Kennewick Police Foundation and Hapo. Council members are encouraged to attend National Night Out event at the Boys & Girls club from 6:00 pm. to 8:00 pm. KAC 7-12-010 allows the City Council to cancel a regular meeting by a motion. Staff recommends Council cancel the regular meeting of August 3, 2021 to allow Council participation in National Night Out.

Alternatives

None

Fiscal Impact

None

Through

Terri Wright
Jul 15, 14:49:59 GMT-0700 2021

Dept Head Approval

City Mgr Approval

Marie Mosley
Jul 15, 15:49:59 GMT-0700 2021

Attachments:

Recording Required?



City Council Meeting Schedule July 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

July 6, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

July 13, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Police Unfunded Mandate – Body Worn/Vehicle Cameras
2. Current City-Wide Projects Update

July 20, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

July 27, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Benton Franklin Transit Update
2. Transportation System Overview
3. Workplace Safety Update

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped



City Council Meeting Schedule August 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

August 3, 2021
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

August 10, 2021
Tuesday, 6:30 p.m. WORKSHOP MEETING (the workshop meeting will be done
via Zoom and broadcast on the City's website
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)
1. Development Related Code Amendments

August 17, 2021
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

August 24, 2021
Tuesday, 6:30 p.m. WORKSHOP MEETING (the workshop meeting will be done
via Zoom and broadcast on the City's website
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)
1. Columbia Park Events Review

August 31, 2021
Tuesday, 6:30 p.m. NO MEETING SCHEDULED

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped