



**CITY COUNCIL MEETING AGENDA**  
Tuesday – February 28, 2023 – 6:00 PM

Shawn O'Neill,  
Mayor  
[soneill@cityofnapavine.com](mailto:soneill@cityofnapavine.com)

Brian Watson,  
Council Position No.1  
[bwatson@cityofnapavine.com](mailto:bwatson@cityofnapavine.com)

Ivan Wiediger,  
Council Position No.2  
[iwiediger@cityofnapavine.com](mailto:iwiediger@cityofnapavine.com)

Don Webster,  
Council Position No.3  
[dwebster@cityofnapavine.com](mailto:dwebster@cityofnapavine.com)

Heather Stewart,  
Council Position No.4  
[hstewart@cityofnapavine.com](mailto:hstewart@cityofnapavine.com)

Duane Crouse,  
Council Position No.5  
[dcrouse@cityofnapavine.com](mailto:dcrouse@cityofnapavine.com)

**Staff Members**

Rachelle Denham,  
City Clerk

Michelle Whitten,  
City Treasurer

Bryan Morris,  
PW Director  
Community Development

John Brockmueller,  
Chief of Police

Allen Unzelman  
Honorable Judge-Municipal Court

Jim Buzzard,  
Legal Counsel

**City of Napavine**  
407 Birch Ave SW  
P O Box 810  
Napavine, WA 98565  
360-262-3547

**City Website**  
[www.cityofnapavine.com](http://www.cityofnapavine.com)

**\*\*Public Hearing: Ord 639 Interim Land Use Regulations & Official Controls  
Providing for Use of a Hearing Examiner @ 6PM\*\***

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA – AS PRESENTED
  
- VI. APPROVAL OF MINUTES FROM THE REGULAR MEETING
  - 1) Regular Council Meeting Minutes– February 14, 2023
  
- VII. STAFF & COUNCIL REPORT
  
- VIII. NEW BUSINESS
  - 1) Vouchers – M. Whitten
  - 2) Ord 645 Establishing Transportation Benefit District- R. Denham/B. Morris
  - 3) Ord 646 Sales and Use Taxes TBD- R. Denham/B. Morris
  - 4) Providence Centralia Hospital Laboratory Agreement – J. Brockmueller
  - 5) Interagency Agreement IAA23220 AOC & Napavine Municipal Court for Interpreter Reimbursement Grant – L. DeWitt
  
- IX. CITIZEN COMMENTS – NON-AGENDA ITEMS
- X. ADJOURNMENT – CLOSE OF MEETING

**Council Meeting is held in person and via Teleconference.**

**Teleconference Information**

**Dial-in number (US): (720) 740-9753**

**Access code: 8460198**

**To join the online meeting:**

**<https://join.freeconferencecall.com/rdenham8>**

**CITY OF NAPAVINE, WASHINGTON**  
**ORDINANCE NO. 639**

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, ADOPTING INTERIM LAND USE REGULATIONS AND OFFICIAL CONTROLS PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390, PROVIDING FOR THE USE OF A HEARING EXAMINER; SETTING A PUBLIC HEARING; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS:**

WHEREAS, the City of Napavine, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to “NMC” shall mean the “Napavine Municipal Code,” and

WHEREAS, the City of Napavine created the Board of Adjustment also known as the Board of Zoning Adjustment in Ordinance 163 on March 14, 1989; and

WHEREAS, the code regarding the Board of Adjustment was modified periodically over the years, including the creation of Chapter 2.34 NMC entitled “BOARD OF ADJUSTMENT” under Ordinance No. 234 enacted on January 1, 1996; and

WHEREAS, Chapter 2.34 NMC assigns all duties of the Board of Adjustment to the City Council; and

WHEREAS, RCW 35A.63.110, expressly prohibits members of the planning agency or the City Council from being members of the board of adjustment; and

WHEREAS, Chapter 2.34 NMC violates RCW 35A.63.110; and

WHEREAS, RCW 35A.63.110 authorizes a hearing examiner system as replacement for board of adjustment; and

WHEREAS, Section 35A.63.170 RCW allows a Hearing Examiner to hear and decide applications and hear appeals of administrative decisions; and

WHEREAS, RCW 58.17.330 authorizes the use of a hearing examiner system in cities and counties for hearing and issuing recommendations or decisions on preliminary plat; and

WHEREAS, RCW 36.70B.020(3) defines open record hearings on project permit applications which a hearing examiner may conduct; and

WHEREAS, RCW 43.21C.075 authorizes the use of a hearing examiner to conduct hearings on SEPA appeals; and

WHEREAS, the City of Napavine desires to institute the Hearing Examiner system; and

WHEREAS, the City of Napavine accepts the expertise and knowledge of the Hearing Examiner; and

WHEREAS, Title 16 NMC and Title 17 NMC include references to, processes of, and duties of the Board of Adjustment; and

WHEREAS, the City is developing faster than the City is able to update its development standards; and

WHEREAS, the City must comply with the applicable provisions of law; and

WHEREAS, to comply with RCW 35A.63.110, the City must replace the board of adjustment and update its development regulations, which will take at least six (6) months; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and/or RCW 35A.63.220 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 both authorize the enactment of an interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of its enactment; and

WHEREAS, an interim zoning ordinance adopted pursuant to RCW 35A.63.220 may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period.

WHEREAS, an interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held, and findings of fact are made prior to each renewal; and

WHEREAS, the City Council will conduct a public hearing, within 60 days of the passage of this ordinance, on Tuesday, \_\_\_\_\_, 2023, at 6:00 pm regarding the Interim Zoning Controls; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this interim zoning ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (SEPA) and future permanent zoning regulations will be reviewed in accordance with SEPA Rules; and

WHEREAS, interim zoning will provide the City with additional time to review and amend its public health, safety, and welfare requirements and zoning and land use regulations related to the width of the rights-of-way; and

WHEREAS, the City Council concludes that it has the authority to establish an interim zoning ordinance and that the City must adopt interim zoning concerning width of the rights-of-way; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPA VINE, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Findings of Fact.** The City Council adopts the above “WHEREAS” recitals as findings of fact in support of its action as required by 36.70A.390 and RCW 35A.63.220.

**Section 2. Public Hearing.** The City Clerk is hereby authorized and directed to schedule a public hearing on the moratorium to be held on \_\_\_\_\_, 2023, or within 60 days of adoption of this ordinance, and to provide notice of said hearing in accordance with applicable standards and procedures.

**Section 3. Interim Controls are Established.** Chapter 2.34 NMC, Titles 16 and 17 NMC are hereby amended to establish interim controls as set forth in the attached Exhibit A.

**Section 4. Duration of Interim Zoning.** This interim zoning shall be in effect for six (6) months, beginning on February 1, 2023, and ending on August 1, 2023, unless an ordinance is adopted amending the Napavine Municipal Code and rescinding the interim zoning before August 1, 2023.

**Section 5. Work Plan.** During the interim zoning period, City staff will study the issues concerning hearing examiners and include that work with the ongoing development code update. Staff will prepare a draft ordinance, and conduct the public review process, including public hearings before the City’s Planning Commission and City Council, as required for amendments to the City’s development regulations.

**Section 6. Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall take effect five days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

**Section 8. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this \_\_\_\_\_ day of January, 2023.

\_\_\_\_\_  
Shawn O'Neill, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Rachelle Denham, City Clerk

\_\_\_\_\_  
James M.B. Buzzard, WSBA # 33555  
City Attorney

Approved Reading: \_\_\_\_\_/2023  
Publication Date: \_\_\_\_\_/2023  
Effective Date: \_\_\_\_\_/2023



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES  
 February 14, 2023, 6:00 P.M.  
 Napavine City Hall, 407 Birch Ave SW, Napavine, WA

**CALL TO ORDER:**

Mayor Shawn O’Neill called regular city council meeting to order at 6:00 pm.

**INVOCATION:**

Invocation was led by Brian Watson.

**PLEDGE OF ALLEGIANCE:**

Mayor Shawn O’Neill led the flag salute.

**ROLL CALL:**

**Council members present:** Shawn O’Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Don Webster Councilor #3, and Duane Crouse Councilor #5.

**City staff members present:** City Clerk - Rachele Denham, Chief of Police – John Brockmueller.

**ROLL CALL**

<b>MOVED:</b>	Ivan Wiediger	Motion: Excuse Heather Stewart Councilor #4
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**CONSENT/APPROVAL OF AGENDA**

<b>MOVED:</b>	Duane Crouse	Motion: Approval of Agenda- As Presented
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING**

<b>MOVED:</b>	Don Webster	Motion: Approval of Minutes - Regular Council Meeting, on January 24, 2023
<b>SECONDED:</b>	Duane Crouse	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**STAFF & COUNCIL REPORTS:**

**John Brockmueller – Chief of Police**

- Report in writing - operations are normal.

**Rachele Denham – City Clerk**

- Report in writing.

**Bryan Morris - PW/CD Director**

- Report in writing.

**Michelle Whitten – Treasurer**

- Report in writing.

**Lacie Dewitt – Court Administrator**

- Report in writing.

**Brian Watson – Councilor #1**

- Provided a Napavine HS Sports update, the boys and girls playing at district. Girls in semi-finals and boys playing looking good for Spokane.

**Shawn O’Neill - Mayor**

- Gave kudos to all the staff for stepping up and helping each other out while people are out and short staffed.

**NEW BUSINESS**

**VOUCHERS- M. WHITTEN**

**The following voucher/warrants/electronic payments are approved for payment:**

Accounts Payabl	62	31	27,726.59	38052-38083
Payroll Vendors	2	2	1,006.50	38050-51
Electronic Payme	9	6	1,548.12	eft20230205-10
Electronic Payrol	6	6	34,421.70	eft20230201-04/11-12
ACH Direct Depo	14	14	30,350.85	Direct Deposit 2/3/2023
<b>Total Vouchers</b>	<b>93</b>	<b>59</b>	<b>95053.76</b>	

<b>MOVED:</b>	Ivan Wiediger	Motion: Approval of the Vouchers dated February 14, 2023, First Council Meeting
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**SET PUBLIC HEARING DATE FOR TAX BENEFIT DISTRICT – R. Denham**

<b>MOVED:</b>	Don Webster	Motion: Set Public Hearing Date for March 14, 2023, at 6:00pm
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	







**PUBLIC WORKS & COMMUNITY DEVELOPMENT**

407 Birch Ave SW, P. O. Box 810 Napavine, WA 98565

Phone: (360) 262-9344 Fax: (360) 262-9199

[www.napavine.wa.gov](http://www.napavine.wa.gov)

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**To:** Mayor and City Council

**From:** Bryan Morris, PW/CD Director

**RE:** Staff Report for Council Meeting, February 28, 2023

- **Planning Commission Meeting Minutes**
  - Attached signed minutes
  
- **Project Updates**
  - ARCO- On standby waiting for ecology approval on storm water
  - Scots Industries- Waiting on complete submittal
  - TA- preparing staff report
  - AT&T Cell Tower- waiting for letter from attorney for hearing examiner
  
- **Mayme Shaddock Park**
  - Waiting for complete submittal
  
- **Critical Areas ordinance:** waiting for ecologies approval
  
- **Shoreline:** Done, waiting for critical area's approval from ecology
  
- **Rush Road:** design stage for reconstruction from bridge to Island
  
- **Jefferson Station:** working on design
  
- **Housing Action Plan:** on schedule



**NAPAVINE PLANNING COMMISSION MINUTES**  
**February 6, 2023 6:00 P.M.**  
**Napavine City Hall, 407 Birch Ave SW, Napavine, WA**

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**Public Hearing: Ordinance #645 Transportation Benefit District**

Commissioner Graham opened the public hearing at 6:00 PM  
Executive Assistant Katie Williams stated that there were no written or verbal comments from the public.  
Commissioner Graham closed the Public Hearing at 6:02 PM.

**PLEDGE OF ALLEGIANCE:**

**INVOCATION:** Invocation was led by Commissioner Collins. Commissioner Hollinger requested a moment of silence for those suffering mental illness in the community.

**CALL TO ORDER:**

Commissioner Graham opened the regular Planning Commission meeting to order at 6:02 PM

**ROLL CALL:**

Planning Commission present: Commissioner Graham, Commissioner Collins, Commissioner Hollinger, and Commissioner Morris. Commissioner Hollinger motioned to excuse Commissioner Haberstroh, seconded by Commissioner Collins. Vote on Motion 3 aye, 0 nay.

**APPROVAL OF AGENDA – As presented:**

**Commissioner Hollinger motioned to approve the agenda as presented, seconded by Commissioner Morris. Vote on motion 3 aye, 0 nay.**

**APPROVAL OF MINUTES:**

**Commissioner Morris motioned to approve minutes from the Planning Commission Meeting on January 17, 2023, seconded by Commissioner Collins. Vote on motion 3 aye and 0 nay.**

**OLD BUSINESS:**

**Public Hearing – Ordinance #645 Transportation Benefit District**

Commissioner Collins asked if there has been anymore discussion on this. Director Morris told him no, just the workshop.

**Commissioner Collins motioned to forward Ordinance 645 Transportation Benefit District on to City Council for approval, seconded by Commissioner Hollinger. Vote on motion 3 aye, 0 nay.**

**CONSIDERATION:**

**Review NMC 12.04.060- New Residential Subdivision Streets**

Director Morris read off the code and reviewed it with the Planning Commission.

Discussion was had on clarifying/simplifying sections of the code, especially multi-family, sidewalks, no sidewalks, what triggers curbs, gutters, sidewalks, etc... Director Morris told Planning Commission to provide some feedback at the next meeting, maybe drive around different parts of the town, brainstorm what they want to see the future and how it applies to this section of the code.

Commissioner Morris asked Director Morris what exactly the job will be of the Planning Commission now that the city switched to a hearing examiner. Director Morris stated it will consist of full authority of codes, comp plan, zoning, etc.. Changing the codes to fit the needs and vision of what the planners see for the future. Hearing Examiner is a third party, so they must follow the codes that planning creates.

**GOOD OF THE ORDER:**

**Commissioner Graham** reminded everyone that the next meeting will be on Tuesday February 21, 2023.

**ADJOURNMENT** 7:03 pm

**Commissioner Morris** motioned to adjourn, seconded by **Commissioner Hollinger**. Vote 3 aye, 0 nay.

*These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/OfBPOA6NIX>.*

Respectfully submitted,

  
\_\_\_\_\_  
Bryan Morris, Community Development/Public Works Director

  
\_\_\_\_\_  
Planning Commission Chairperson



**Municipal Court**  
407 Birch Ave SW, P. O. Box 179  
Napavine, WA 98565  
Phone: (360) 262-9231  
Fax: (360) 262-9885  
[www.cityofnapavine.com](http://www.cityofnapavine.com)

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To: Mayor and City Council

From: Lacie DeWitt, Court Administrator

RE: Court Administrator's Report for Council Meeting, February 28, 2023

**Administrator's Report:**

- ❖ Lobby construction has been finished in both the PD and Court Office.
- ❖ Carpet replacement is in full swing.
- ❖ A HUGE THANK YOU to everyone who has helped with shuffling the office/courtroom during these improvements!
- ❖ Scholarship for the MPA Conference that covered the \$175 conference fee has been approved by the Organization.
- ❖ Making a request for Mayor and Council to approve and sign off on the Interpreter Reimbursement Grant through AOC.
  - The Court is already sitting at 25% of its interpreter budget for 2023 and this could help offset some of those costs.
- ❖ Correctional Industries has taken measurements to get us quotes for new workstations in the Court Office.



# Voucher Report

Second Meeting February - February 28 2023 2nd Council Meeting

Reference	Date	Amount	Notes
<b>Reference Number: 38084</b> INv-1-29853	<b>911 Supply Public Safety Gear &amp;</b> 1/10/2023	<b>\$303.95</b>	\$303.95 Patrol Uniforms Nichols boots
<b>Reference Number: 38085</b> 64183	<b>Amerisafe Fire/Safety Service</b> 2/16/2023	<b>\$31.80</b>	\$31.80
<b>Reference Number: 38086</b> Invoice - 2/23/2023 1:42:22 PM	<b>AWC</b> 2/23/2023	<b>\$577.67</b>	\$577.67 AWC Retro Safety Alliance Membership
<b>Reference Number: 38087</b> 80095445	<b>Badger Meter</b> 2/23/2023	<b>\$67.92</b>	\$67.92 old bill from March 2022
<b>Reference Number: 38088</b> 0017446	<b>BHC Consultants</b> 2/9/2023	<b>\$9,649.24</b>	\$9,649.24 Hapi grant jan 1- jan 27
<b>Reference Number: 38089</b> Invoice - 2/22/2023 1:39:21 PM	<b>Chehalis Outfitters</b> 2/22/2023	<b>\$173.07</b>	\$173.07 Boot Allowance Bryan
<b>Reference Number: 38090</b> ye5 IA9705	<b>CHS Northwest Inc</b> 1/5/2023	<b>\$1,137.30</b>	\$1,137.30 2023*01 Off Road Fuel
<b>Reference Number: 38091</b> 61132 61134 Inv61133oice - 2/22/2023 4:37:09 PM	<b>Flannery Publications</b> 2/1/2023 2/22/2023 2/3/2023	<b>\$65.08</b>	\$22.80 PH ORd 639 Hearing Examiner \$19.48 Ord 639 \$22.80 Ord 645
<b>Reference Number: 38092</b> I 6314921	<b>H. D. Fowler Company</b> 2/6/2023	<b>\$436.39</b>	\$436.39 2 meter box and gaskets
<b>Reference Number: 38093</b>	<b>LC Communications E911</b>	<b>\$4,367.25</b>	

Reference	Date	Amount	Notes
6535	2/13/2023	\$4,367.25	2023-Q1 Fees
<b>Reference Number: 38094</b>	<b>LECO Supply, Inc</b>	<b>\$125.25</b>	
207982	2/7/2023	\$125.25	Chlorine
<b>Reference Number: 38095</b>	<b>Lewis County Sheriffs Office</b>	<b>\$432.98</b>	
2023*Jan Evidence	2/8/2023	\$432.98	2023 *Jan- Evidence Handling
<b>Reference Number: 38096</b>	<b>Lewis County Solid Waste</b>	<b>\$48.69</b>	
2206836	2/15/2023	\$48.69	Dump Fee for Chambers
<b>Reference Number: 38097</b>	<b>Mdk Construction</b>	<b>\$26,706.32</b>	
2120C-1	2/9/2023	\$26,706.32	Lobby Construction PD/Court
<b>Reference Number: 38098</b>	<b>Mountain Mist</b>	<b>\$39.12</b>	
005227112	2/10/2023	\$22.66	2-5 gal water jugs PD/Court
005250238	2/23/2023	\$16.46	5 gal water jugs CH
<b>Reference Number: 38099</b>	<b>PND Engineers, Inc.</b>	<b>\$24,948.50</b>	
2302159	2/17/2023	\$24,948.50	design park shelter
<b>Reference Number: 38100</b>	<b>Proforce Law Enforcement</b>	<b>\$1,271.01</b>	
509424	2/17/2023	\$1,271.01	4 - red dot sgt & QR Mount
<b>Reference Number: 38101</b>	<b>Quill Corporation</b>	<b>\$527.58</b>	
30180681	1/14/2023	\$69.99	sapphire renewal 2023
30599401	2/3/2023	\$62.51	envelopes
30771311	2/13/2023	\$136.86	4 boxes envelopes
30845263	2/15/2023	\$241.20	paper towels/tp/tape
30848109	2/15/2023	\$17.02	kleenex tissue
<b>Reference Number: 38102</b>	<b>Rock Products Direct, Inc.</b>	<b>\$190.94</b>	

Reference	Date	Amount	Notes
11642	1/13/2023	\$190.94	Sand
<b>Reference Number: 38103</b>	<b>State Treasurer's Office</b>	<b>\$1,377.25</b>	
2023*02 State Remit	2/22/2023	\$1,377.25	State Remit 2023 Feb
<b>Reference Number: 38104</b>	<b>US Bank Corp Payment Syst</b>	<b>\$4,652.82</b>	
*Free Conference 2023*02	2/22/2023	\$3.24	file storage 2/15-3/14
005327 USPS	2/22/2023	\$180.00	postage
0164547 IACP	1/9/2023	\$190.00	2023 dues
02*2023 Economic Alliance	2/22/2023	\$50.00	Economic Alliance Banquet
030829 Subway	1/25/2023	\$64.67	Public Officials training
04632 WMCA	1/17/2023	\$450.00	WMCA Conf 2023
10133 2023 MPA dues	1/19/2023	\$40.00	Dues
111-2468211-6982621 Amazon	1/25/2023	\$21.50	cardstock
111-4555441-5244247 Amazon	1/25/2023	\$20.32	cardstock
111-4555441-5244247 b Amazon	1/25/2023	\$97.01	mouse/keyboard
111-6172412-2303425 amazon	1/31/2023	\$35.55	furniture sliders
111-6518492-7969837 Amazon	1/25/2023	\$1,272.03	Treasurer Laptop
112-1858064-1933014 Amazon	1/12/2023	\$252.79	Dual Monitor Stands
112-6533258-5232231 Amazon	1/5/2023	\$63.38	Kleenex Paper towels
112-6561171-8237036 Amazon	1/6/2023	\$27.96	desk calendar CD
112-84670097-1111457 Amazon	1/12/2023	\$32.97	Clerk Ink
113-1775618-986140 Amazon	1/9/2023	\$52.63	Security cleaner
113-4496411-1441025 Amazon	1/9/2023	\$81.77	2 webcams
113-4922913-9937037 Amazon	1/23/2023	\$79.77	pens/envelopes/cart/lysol
113-7075194-0087424 Amazon	2/1/2023	\$441.59	sniffer
113-8437254-2724203 Amazon	1/24/2023	\$230.91	gloves xx l
113-9395670-532850 amazon	2/3/2023	\$36.60	signs
1YP4FC Skamania Lodge	1/17/2023	\$145.90	Clerks Conf March 2023
282229 US Mower	1/6/2023	\$199.97	motor shaft seal
301120401233 Soft Touch	1/11/2023	\$12.45	cheif Car Wash
302321404636 Soft Touch	1/23/2023	\$12.45	cheif Car Wash

Reference	Date	Amount	Notes
303020201337 Soft Touch	1/30/2023	\$12.45	Car Wash
54012 Chevron	1/11/2023	\$64.04	pd fuel
71084 Chevron	1/9/2023	\$53.13	pd fuel
9846609476 Staples	2/22/2023	\$269.49	microsoft office Macomber
Ad00715838568CUS*Adobe20230002	2/22/2023	\$21.55	Adobe Clerk
HX0012348539 Oakley	1/8/2023	\$120.74	Nichols Boots
INV186059121 Zoom	1/27/2023	\$15.96	jan 27- feb 26 Zoom
<b>Reference Number: 38105</b>	<b>Vision Municipal Solution</b>	<b>\$1,399.93</b>	
09-11800	11/30/2022	\$27.50	IT services
09-12232	1/17/2023	\$846.23	Office 365 Suite (5)
09-12364	2/15/2023	\$526.20	Billing postcards
<b>Reference Number: 38106</b>	<b>Watersurplus / Surplus Management,</b>	<b>\$5,488.60</b>	
INV0003590	2/13/2023	\$5,488.60	Well 6 Treatment Media
<b>Reference Number: 38107</b>	<b>Whisler Communications</b>	<b>\$1,835.83</b>	
15370	2/16/2023	\$1,835.83	2 portable radios and Acc
<b>Reference Number: 38108</b>	<b>Winlock Auto Supply</b>	<b>\$534.86</b>	
4847-355908	2/17/2023	\$59.28	06 Silverado wiring
Invoice - 2/23/2023 1:30:07 PM	2/23/2023	\$475.58	
<b>Reference Number: 38109</b>	<b>Zebra Computers</b>	<b>\$159.76</b>	
20937	2/15/2023	\$159.76	setup laptops
<b>Reference Number: Direct Deposit Run -</b>	<b>Payroll Vendor</b>	<b>\$29,664.71</b>	
ACH Pay - 14601	2/16/2023	\$2,895.33	
ACH Pay - 14602	2/16/2023	\$1,588.53	
ACH Pay - 14603	2/16/2023	\$2,329.11	
ACH Pay - 14604	2/16/2023	\$1,943.72	
ACH Pay - 14605	2/16/2023	\$1,819.61	



Reference	Date	Amount	Notes
ACH Pay - 14606	2/16/2023	\$2,079.63	
ACH Pay - 14607	2/16/2023	\$2,291.56	
ACH Pay - 14608	2/16/2023	\$2,757.52	
ACH Pay - 14609	2/16/2023	\$2,892.45	
ACH Pay - 14610	2/16/2023	\$1,761.05	
ACH Pay - 14611	2/16/2023	\$2,210.32	
ACH Pay - 14612	2/16/2023	\$905.25	
ACH Pay - 14613	2/16/2023	\$2,284.06	
ACH Pay - 14614	2/16/2023	\$1,906.57	
<b>Reference Number: EFT*20230213</b> howell renewal	<b>Dept of Licensing Firearms Desk</b> 1/30/2023	<b>\$18.00</b> \$18.00	Howell
<b>Reference Number: eft*20230214</b> USDA RD 2023 Feb	<b>USDA Rural Develop Office</b> 2/21/2023	<b>\$29,914.00</b> \$29,914.00	City Hall Loan 2023
<b>Reference Number: EFT*20230215</b> 78974596	<b>DE Lage Landen Financial Services</b> 2/22/2023	<b>\$463.56</b> \$463.56	2023 -2/1- 2/28 0 Sharp MX3071
<b>Reference Number: EFT*20230216</b> 9847063094	<b>Staples Credit Plan</b> 2/13/2023	<b>\$120.73</b> \$120.73	Receipt Paper
<b>Reference Number: EFT*20230217</b> Federal Income Tax - 14601	<b>Dept of Treasury Internal Revenue</b> 2/16/2023	<b>\$6,097.53</b> \$603.62	
Federal Income Tax - 14602	2/16/2023	\$274.94	
Federal Income Tax - 14603	2/16/2023	\$372.67	
Federal Income Tax - 14604	2/16/2023	\$234.05	
Federal Income Tax - 14605	2/16/2023	\$214.04	
Federal Income Tax - 14606	2/16/2023	\$350.75	
Federal Income Tax - 14607	2/16/2023	\$249.39	
Federal Income Tax - 14608	2/16/2023	\$600.94	
Federal Income Tax - 14609	2/16/2023	\$649.11	

Reference	Date	Amount	Notes
Federal Income Tax - 14610	2/16/2023	\$150.49	
Federal Income Tax - 14611	2/16/2023	\$423.69	
Federal Income Tax - 14612	2/16/2023	\$43.42	
Federal Income Tax - 14613	2/16/2023	\$441.05	
Federal Income Tax - 14614	2/16/2023	\$143.09	
Medicare - 14601 (1)	2/16/2023	\$61.08	
Medicare - 14601 (2)	2/16/2023	\$61.08	
Medicare - 14602 (1)	2/16/2023	\$36.35	
Medicare - 14602 (2)	2/16/2023	\$36.35	
Medicare - 14603 (1)	2/16/2023	\$48.85	
Medicare - 14603 (2)	2/16/2023	\$48.85	
Medicare - 14604 (1)	2/16/2023	\$39.83	
Medicare - 14604 (2)	2/16/2023	\$39.83	
Medicare - 14605 (1)	2/16/2023	\$33.10	
Medicare - 14605 (2)	2/16/2023	\$33.10	
Medicare - 14606 (1)	2/16/2023	\$39.18	
Medicare - 14606 (2)	2/16/2023	\$39.18	
Medicare - 14607 (1)	2/16/2023	\$42.02	
Medicare - 14607 (2)	2/16/2023	\$42.02	
Medicare - 14608 (1)	2/16/2023	\$56.39	
Medicare - 14608 (2)	2/16/2023	\$56.39	
Medicare - 14609 (1)	2/16/2023	\$61.81	
Medicare - 14609 (2)	2/16/2023	\$61.81	
Medicare - 14610 (1)	2/16/2023	\$39.83	
Medicare - 14610 (2)	2/16/2023	\$39.83	
Medicare - 14611 (1)	2/16/2023	\$45.43	
Medicare - 14611 (2)	2/16/2023	\$45.43	
Medicare - 14612 (1)	2/16/2023	\$15.24	
Medicare - 14612 (2)	2/16/2023	\$15.24	
Medicare - 14613 (1)	2/16/2023	\$49.83	
Medicare - 14613 (2)	2/16/2023	\$49.83	
Medicare - 14614 (1)	2/16/2023	\$39.03	

Reference	Date	Amount	Notes
Medicare - 14614 (2)	2/16/2023	\$39.03	
Social Security Tax - 14612 (1)	2/16/2023	\$65.17	
Social Security Tax - 14612 (2)	2/16/2023	\$65.17	
<b>Reference Number: EFT*20230218</b>	<b>Dept of Retirement Systems</b>	<b>\$6,580.26</b>	
Emp Rtmt - 14601	2/16/2023	\$220.88	
Emp Rtmt - 14602	2/16/2023	\$260.50	
Emp Rtmt - 14603	2/16/2023	\$350.05	
Emp Rtmt - 14604	2/16/2023	\$285.38	
Emp Rtmt - 14605	2/16/2023	\$237.20	
Emp Rtmt - 14606	2/16/2023	\$280.71	
Emp Rtmt - 14607	2/16/2023	\$301.09	
Emp Rtmt - 14608	2/16/2023	\$201.35	
Emp Rtmt - 14609	2/16/2023	\$442.93	
Emp Rtmt - 14610	2/16/2023	\$285.39	
Emp Rtmt - 14611	2/16/2023	\$162.22	
Emp Rtmt - 14613	2/16/2023	\$357.05	
Emp Rtmt - 14614	2/16/2023	\$279.67	
LEOFF 2 Balance	2/24/2023	\$40.00	
PERS extra	2/24/2023	\$27.88	
Taxable Retirement - 14601	2/16/2023	\$355.49	
Taxable Retirement - 14602	2/16/2023	\$159.46	
Taxable Retirement - 14603	2/16/2023	\$214.27	
Taxable Retirement - 14604	2/16/2023	\$174.69	
Taxable Retirement - 14605	2/16/2023	\$145.20	
Taxable Retirement - 14606	2/16/2023	\$171.83	
Taxable Retirement - 14607	2/16/2023	\$184.31	
Taxable Retirement - 14608	2/16/2023	\$324.05	
Taxable Retirement - 14609	2/16/2023	\$271.13	
Taxable Retirement - 14610	2/16/2023	\$174.69	
Taxable Retirement - 14611	2/16/2023	\$261.09	
Taxable Retirement - 14613	2/16/2023	\$240.55	

Reference	Date	Amount	Notes
Taxable Retirement - 14614	2/16/2023	\$171.20	
<b>TOTALS</b>		<b>\$159,407.90</b>	
Accounts Payabl	68	26	86,549.11 38084-38109
Payroll Vendors			
Electronic Payme	4	4	30,516.29 eft20230213-16
Electronic Payrol	2	2	12,677.79 eft*20230217-18
ACH Direct Depo	14	14	29,664.71 Direct Deposit 2/17/23
<b>Total Vouchers</b>	<b>88</b>	<b>46</b>	<b>159,407.90</b>

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:

MAYOR: \_\_\_\_\_

TREASURER: \_\_\_\_\_

COUNCILOR #1: \_\_\_\_\_

COUNCILOR #2: \_\_\_\_\_

COUNCILOR #3: \_\_\_\_\_

COUNCILOR #4: \_\_\_\_\_

COUNCILOR #5: \_\_\_\_\_

Police Department - John Brockmueller \_\_\_\_\_

Public Works/Community Development - Bryan Morris \_\_\_\_\_

Court- Lacie Dewitt \_\_\_\_\_

City Clerk - Rachele Denham: \_\_\_\_\_

DATED THIS \_DAY OF \_\_\_\_\_, 2023

## **CITY OF NAPAVINE, WASHINGTON**

### **ORDINANCE NO. 645**

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, AMENDING THE NAPAVINE MUNICIPAL CODE TO ENACT A NEW CHAPTER 12.20 ENTITLED “NAPAVINE TRANSPORTATION BENEFIT DISTRICT”, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE MAINTENANCE AND PRESERVATION OF EXISTING TRANSPORTATION IMPROVEMENTS, AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

#### **RECITALS:**

WHEREAS, the City of Napavine, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, the City Council of the City of Napavine has the responsibility under the Constitution of the State of Washington for the improvement, maintenance, protection, and operation of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, the City has limited transportation funding to pay for necessary transportation preservation and maintenance; and

WHEREAS, while dedicated revenues have decreased, the ongoing annual costs to preserve and maintain the City’s transportation infrastructure continue to rise leaving the City unable to continue to adequately preserve and maintain the City’s transportation infrastructure; and

WHEREAS, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the

District that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, RCW 35.21.225 authorizes the City Council to establish a transportation benefit district subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the City desires to form a Transportation Benefit District which includes the entire City of Napavine as the boundaries currently exist or as they may exist following future annexations; and

WHEREAS, prior to establishing a Transportation Benefit District, the City Council conducted the required public hearing on \_\_\_\_\_, which was noticed in accordance with RCW 36.73.050. All persons desiring to comment were given a full and complete opportunity to be heard; and

WHEREAS, the City of Napavine held a public hearing on the proposed assumption of the rights, powers, functions, and obligation of the proposed Napavine Transportation Benefit District on \_\_\_\_\_, which was properly noticed pursuant to Chapter 36.73 RCW; and

WHEREAS, the City Council of the City of Napavine finds it to be in the best interests of the City to establish a Citywide Transportation Benefit District for the preservation and maintenance of the City's transportation infrastructure consistent with Chapter 36.73 RCW, to protect the City's long-term investments in that infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, the City Council of the City of Napavine shall be the governing body for the Transportation Benefit District acting in an ex officio and independent capacity; and

WHEREAS, the City Council voted to assume the rights, powers, functions, and obligations, of the Napavine Transportation Benefit District;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DO ORDAIN AS FOLLOWS:**

The following sections of Ordinance No. are hereby reaffirmed, amended, and repealed as follows:

**Section 1. Findings.** The Napavine City Council makes the following findings to support the actions described herein:

1. The creation of the Napavine Transportation Benefit District is in the public interest (RCW 36.73.050).
2. The public interest and welfare would be satisfied by the assumption of the Transportation Benefit District and abolishes the Transportation Benefit District governing body and vests the City Council with all the rights, powers, functions, and obligations that the Transportation Benefit District governing body possessed. This action will significantly simplify the administration and of the funds collected for streets for greater efficiency of government. The Napavine Transportation Benefit District has not yet collected any funds,

does not have any contracts, has not committed to any projects and has not spent any funds, which simplifies the transfer of authority.

**Section 2. Purpose.** The purpose of this Ordinance is to establish a Transportation Benefit District pursuant to RCW 35.21.225 and RCW 36.73. The City Council finds it is in the public interest to provide adequate levels of funding for the purposes of ongoing transportation improvements that preserve, maintain, and as appropriate, construct or reconstruct the transportation infrastructure of the City of Napavine, consistent with Chapter 36.73 RCW.

**Section 3. Adoption of Chapter.** NMC 12.20 Napavine Transportation Benefit District, is hereby adopted to read as follows:

**Chapter 12.20**  
**NAPAVINE TRANSPORTATION BENEFIT DISTRICT**

Sections:

- 12.20.010 Establishment of Transportation Benefit District - Boundaries.
- 12.20.020 Assumption.
- 12.20.030 Governance.
- 12.20.040 Authority of the City.
- 12.20.050 Transportation improvements funded.
- 12.20.060 Dissolution of district.

**12.20.010 Establishment of Transportation Benefit District - Boundaries.**

There is created a transportation benefit district to be known as the Napavine Transportation Benefit District or “District” with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

**12.20.020 Assumption.**

The City of Napavine hereby assumes the rights, powers, immunities, functions and obligations of the District pursuant to Chapter 36.74 RCW. The City of Napavine is hereby vested with each and every right, power, immunity, function, and obligation granted to or possessed by the District.

**12.20.030 Governance.**

- A. The Napavine City Council is hereby vested with the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this chapter. The Napavine City Council is vested with all of the rights, powers, immunities, functions, and obligations formerly held by the governing board of the Napavine transportation benefit district.
- B. The Napavine Treasurer shall be responsible for all financial, accounting, and reporting functions of the transportation benefit district.
- C. The Napavine City Council shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). At a minimum, if a transportation improvement exceeds its original cost by more than 20 percent, as identified in the district’s original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.

D. The Napavine City Council shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

**12.20.040 Authority of the City.**

- A. The Napavine City Council may authorize an annual vehicle fee of up to \$20.00 per vehicle as provided for by RCW 82.80.140. The City Council may subsequently increase this fee to \$40.00 per vehicle if the \$20.00 fee has been imposed for at least 24 months, or \$50.00 if the \$40.00 fee has been imposed for at least 24 months. Any expansion of the authorized purposes of this chapter shall be undertaken only after notice, hearing, and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.70.065(3).
- B. When authorized by the voters pursuant to the requirements of Chapter 36.73 RCW, other taxes, fees, charges and tolls, or increases in these revenue services may be assessed for the preservation, maintenance, and operations of City streets. Additional transportation improvements may be added to the functions of the district upon compliance with the requirements of said chapter.
- C. The City Council shall have and exercise all powers and functions provided by Chapter 36.73 RCW to fulfill the functions of the district.

**12.20.050 Transportation improvements funded.**

The funds generated by the fees imposed under this chapter shall be used for transportation improvements that preserve, maintain, and operate the existing transportation infrastructure of the City, consistent with the requirements of Chapter 36.73 RCW. The funds may be utilized for any lawful purpose under the chapter; but all funds raised through the TBD shall be expended only for such preservation, maintenance, and operation in accordance with the provisions of Chapter 36.73 RCW, as the same exists or is hereafter amended. The funds expended by the district shall preserve, maintain, and operate the City's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the City's infrastructure investments, and continue the optimal performance of the transportation system. Additional transportation improvement projects may be funded only after compliance with the provisions of RCW 36.73.050(2)(b) following notice, public hearing, and enactment of an authorizing ordinance.

**12.20.060 Dissolution of district.**

The transportation benefit district shall be automatically dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied. Street preservation, maintenance, and operation are ongoing, long-term obligations of the City.

**Section 4. Repealer.** All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 5. Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or



unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

**Section 7. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 28th day of February, 2023.

\_\_\_\_\_  
Shawn O'Neill, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Rachelle Denham, City Clerk

\_\_\_\_\_  
James M.B. Buzzard, WSBA # 33555  
City Attorney

Approved Reading: \_\_\_\_\_/2023  
Publication Date: \_\_\_\_\_/2023  
Effective Date: \_\_\_\_\_/2023

## **CITY OF NAPAVINE, WASHINGTON**

### **ORDINANCE NO. 646**

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE ONE-PERCENT WITHIN THE BOUNDARIES OF THE NAPAVINE TRANSPORTATION BENEFIT DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS ASSOCIATED WITH TRANSPORTATION IMPROVEMENTS IN THE DISTRICT IDENTIFIED HEREIN AS AUTHORIZED BY RCW 36.73.040; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

#### **RECITALS:**

WHEREAS, the City of Napavine, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, the City established the Napavine Transportation Benefit District on February 28, 2023, by way of passage of Ordinance No. 645; and

WHEREAS, by Ordinance No. 645, the City of Napavine assumed the rights, powers, immunities, functions, and obligations of the Napavine Transportation Benefit District; and

WHEREAS, the City’s necessary transportation improvement projects are identified in the City’s Six-Year Transportation Improvement Program; and

WHEREAS, funds generated by the City of Napavine Transportation Benefit District shall be used for transportation improvements that preserve, maintain and operate the planned and/or existing transportation infrastructure of the City/District, consistent with the requirements of Chapter 36.73 RCW; and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065; and

WHEREAS, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455, in an amount not exceeding one-tenth of one percent (0.1%) for a period of 10 years upon a majority vote of the governing board of the District for the purpose of financing certain transportation improvements; and

WHEREAS, the City of Napavine has identified the sales and use tax authorized by RCW 82.14.0455, as well as any other lawful funding sources available to the District pursuant to RCW 36.73.0401 as funding sources available to the City of Napavine Transportation Benefit District; and

WHEREAS, a sales and use tax will be used for the purpose of acquiring, investing in, constructing, improving, providing, operating, preserving, maintaining and/or funding transportation improvements within the City of Napavine Transportation Benefit District, which are coterminous with the City of Napavine City limits, and which are identified in the and the City's Six Year Transportation Improvement Program; and

WHEREAS, a sales and use tax will apply to all persons who shop and thereby use streets and roadways in the City of Napavine; and

WHEREAS, pursuant to Ordinance No. 645, the members of the City Council assumed the powers and duties of the Napavine Transportation Benefit District Board; and

WHEREAS, on February 28, 2023, the Napavine City Council conducted a scheduled public hearing to allow all persons interested in the proposed imposition of sales and use tax within the District the opportunity to be heard, to hear those appearing and all protests and objections to it, if any; and

WHEREAS, the City Council as the governing board of the City of Napavine Transportation Benefit District has considered this matter during a duly called public meeting of said Council, has given this matter careful review and consideration, and finds that the best interests of the City of Napavine and District will be served by passage of this ordinance;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** **Incorporation of Recitals.** The above stated recitals are incorporated as though fully set forth herein.

**Section 2.** **Addition of 0.1% sales tax.** The City Council as the governing board of the City of Napavine Transportation Benefit District finds that it is In the best interest of the City and District to Impose a sales and use tax of one-tenth of one percent (.001) pursuant to sections 36.73.040(3)(a), 36.73.065(4)(v), and 82.14.0455 RCW for the purpose of raising revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain, and/or fund transportation Improvements in the District, and to impose such sales and use tax. The sales and use tax shall be imposed for a period not exceeding ten (10) years. The tax shall be in addition to any other taxes authorized by law and shall be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW, as amended, upon the occurrence of any taxable

event within the boundaries of the City of Napavine Transportation Benefit District which is conterminous with the City of Napavine City limits.

**Section 3. Description of transportation improvements.** The revenues from a sales and use tax may be used to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund the following described transportation improvements:

1. Projects in the District identified in the City of Napavine’s Six-Year Transportation Improvement Program;
2. Expanded projects identified in accordance with section 36.73.160 RCW, as amended.

The cost of all construction, maintenance, preservation, operation, design, engineering, construction management, financial, legal, and other consulting services, inspection and testing, administrative and relocation expenses, and other costs incurred in connection with the foregoing described transportation benefit district projects shall be deemed to be part of the transportation improvements.

**Section 4. Notice to Department of Revenue.** The Clerk is instructed to submit this Ordinance to the Washington Department of Revenue (DOR), and to direct DOR to take all steps necessary to immediately implement and collect the tax imposed by this Ordinance.

**Section 5. Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 6. Regulatory Conflicts.** All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

**Section 7. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**Section 8. Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law. This ordinance and the sales and use tax imposed herein shall automatically expire without further action of the City Council of the City of Napavine ten (10) years after the effective date noted above on December 31, 2032.

**PASSED** by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 28th day of February, 2023.

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Shawn O’Neill, Mayor

Attest:

Approved as to form:

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Rachelle Denham, City Clerk

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James M.B. Buzzard, WSBA # 33555  
City Attorney

Approved Reading: \_\_\_\_\_/2023  
Publication Date: \_\_\_\_\_/2023  
Effective Date: \_\_\_\_\_/2023

**Providence Health & Services – Washington dba Providence St. Peter Hospital &  
Providence Centralia Hospital Laboratories**

**Laboratory Services Agreement**

*This Agreement is between City of Napavine Police Department (hereafter referred to as  
Client)*

*And*

*Providence Health and Services – WA dba Providence St. Peter Hospital & Providence  
Centralia Hospital Laboratories (PWL)*

**RECITALS**

PWL is a hospital-based clinical & anatomic laboratory that offers various laboratory testing, inspection, analytical evaluation, reporting, research and development and other scientific and regulatory consulting services (the “services”).

The Client wishes to engage PWL to provide certain services with respect to samples provided to PWL by or on behalf of Client and PWL is agreeable to furnishing such services to Client as further detailed below and on the attached statements of work incorporated herein and pursuant to the terms hereinafter and thereafter described.

**AGREEMENT**

Now therefore, in consideration of the foregoing premises, it is hereby mutually agreed by and between the parties hereto as follows:

1. **Services.** PWL agrees to provide laboratory services as defined by the Exhibit A for Client on an as-needed basis and in accordance with applicable laws and regulations, as well as any applicable PWL policies. The Services shall include those tests listed in Exhibit A, as the same may be modified from time to time by Laboratory and such additional services as the parties may agree to in writing
  - a) PWL will perform all services in a manner consistent with that degree of care, skill and diligence as is ordinarily exercised by a professional laboratory testing contractor under similar conditions and circumstances, and each individual whom PWL intends to engage to perform the services will possess the qualifications, licenses, skills and experience needed to perform such services.
  - b) PWL will be responsible for the professional quality, technical accuracy, completeness and coordination of all tests, analyses and reports performed, conducted or prepared by or on behalf of PWL as part of the services;
  - c) PWL will have sole control and discretion over the means, methods, techniques, equipment, sequences and procedures its uses to perform the services, without having to confer with, or obtain the consent or approval of Client; and
  - d) If PWL implements any material changes in the manner in which it performs the services, whether as required by changes in applicable law, rule or regulation or otherwise, PWL will notify Client of such changes within a commercially

reasonable period of time or as required by applicable law, but will not be required to confer with, or obtain the consent or approval of, Client in connection with implementing such changes.

- e) PWL will comply with all federal, state and local laws, rules and regulations applicable to the performance of its obligations under this Agreement.
2. **Client's Responsibilities.** The parties hereby acknowledge and agree that Laboratory is not responsible in any manner for, and shall not perform any services related to, the drawing, collection or processing of specimens to be sent to Laboratory for the performance of Lab Services pursuant to this Agreement. Client shall ensure that all specimens:
- (a) are prepared and transported in accordance with Laboratory's written policies and procedures and other guidelines provided by Laboratory to Client from time to time, including, but not limited to, those regarding the handling of blood products;
  - (b) are appropriately packaged prior to pick-up in accordance with Laboratory's written policies and procedures and other guidelines provided by Laboratory to Client from time to time, securely sealed and properly labeled for transportation to Hospital;
  - (c) are sent with all documentation, requisition forms and other information required by Laboratory to perform the Lab Services; and
  - (d) when necessary, include appropriate precautionary and/or biohazardous labels.

3. **Samples.** All samples that are sent to PWL by Client will be collected in accordance with PWL's test catalog and meet all stability, specimen type and labeling requirements for testing. Specimen handling requirements as outlined by PWL's test catalog will be the sole responsibility of the Client to ensure accuracy of all specimens tested by PWL. If Client has questions regarding sample collection, handling and storage they are expected to call PWL's client services for appropriate guidance. The phone number will be provided by assigned account executive at onset of agreement. Each sample will be sent to PWL with an appropriate order, whether by a system interface (see section 5) and/or approved manual requisition. If approved, manual requisition may be from Client's electronic health record or Client may elect to utilize provided requisition by PWL.

All samples will be delivered to PWL in the appropriately established timeframe for testing as indicated by the test catalog. Options for delivery include hand delivery to an appropriate PWL facility and/or the establishment of courier services between Client and PWL. This will be arranged and coordinated at onset of agreement.

4. **Storage and Retention of Samples.** While specimens are in PWL's possession, PWL will store and retain all specimens in accordance with PWL's policies and procedures.
5. **Results Delivery.** Upon completion of the laboratory Services, PWL will prepare and make a report available to Client via a mutually agreed upon delivery method Fax @ \_\_\_\_ (i.e., online access, email, facsimile, etc.). Client takes sole responsibility of results upon delivery.

6. **System Interfaces.** If PWL permits Client to request testing or access reports via an interface between PWL and Client's systems, Client is solely responsible for the implementation of, maintenance of, and security of, such interface, as well as the protection of protected health information (as defined in section 10) during transmissions utilizing such interface.
7. **Client's Patient Care Responsibilities.** Nothing in this agreement shall relieve Client of its responsibilities for the care of its patients, including Client's use of test results, reports, or any other information provided to Client by PWL under this Agreement.
8. **Pricing Agreements (Fee Schedules).** Client agrees to pay for services requested at the fees listed on the fee schedule attached as Exhibit A to this agreement (the "fee schedule"). Unless otherwise agreed by the parties in this agreement or an amendment thereto, PWL may modify the fee schedule at any time with written notice to Client. The revised fee schedule will go into effect 30 days after PWL notifies Client of the new fee schedule, unless a later effective date is set by PWL (for example, PWL may send out a new fee Schedule to be effective for the following calendar year, in which case PWL will notify Client that the new fee schedule would be in effect on January 1). PWL fees do not include taxes. Client is responsible for, and will reimburse PWL for, all taxes and similar charges applicable to the Services provided to Client under this agreement.
9. **Invoicing and Payment Terms.** PWL will invoice Client for services completed on a monthly basis. Invoiced amounts are due and payable by Client thirty (30) days after receipt of invoice. Late payments will accrue interest at a rate of 12% per annum or, if lower, the highest rate permitted by law, from the payment due date until the date payment is received by PWL.
10. **Suspension of Services; Collection Costs.** Failure by Client to pay invoices within 30 days after the due date is a material breach of this agreement. PWL may suspend services and/or terminate this agreement and any order, immediately upon notice to Client, if Client has any invoices which are more than 30 days past due, and PWL may pursue its remedies at law and in equity. If it becomes necessary for PWL to turn Client's account over for collection, Client will be responsible for all of PWL collection costs, including reasonable attorney and other legal fees (including in any post-judgment proceeding).
11. **Confidentiality of Patient Records.** Neither party will disclose to any third party, except where permitted or required by law or as necessary to perform its obligations under this Agreement, any patient or medical record information ("protected health information"), and each party will comply with all applicable federal and state laws and regulations regarding the confidentiality of such information, including any applicable regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the American Recovery and Reinvestment Act of 2009 ("ARRA"). PWL may use and disclose Protected Health Information of Client's patients when necessary for PWL's proper management and administration, as permitted or required by law, or to carry out PWL's specific responsibilities pursuant to law or this agreement. Each party shall implement appropriate safeguards to prevent the unauthorized use or disclosure of protected health information while such information is within the



party's or its subcontractors' control. Each party will promptly report to the other party any unauthorized use or disclosure of protected health information of Client's patients of which that party becomes aware.

12. **Compliance with Laws.** Client shall comply with all federal, state and local laws, rules and regulations with respect to the test materials and this agreement, including any circumstances under which informed consent must be obtained prior to testing, the content of any such consent, and the manner in which information may be obtained, maintained, reported and/or disclosed. The parties intend that this agreement and activities under this agreement comply at all times with all applicable state, federal and local laws, including but not limited to: fraud and abuse statutes; laws affecting the tax-exempt status of PWL (e.g., IRS regulations); licensing regulations; federal, state and local laws; and rules and regulations of applicable healthcare accreditation organizations. In addition, throughout the term of this agreement, each party will ensure that its activities conducted within the context of this agreement are consistent with PWL's charitable missions. If, at any time, a party in good faith determines that this agreement does not comply with the law, or if PWL reasonably believes that any activities conducted pursuant to this agreement are inconsistent with PWL's charitable missions, then the parties shall use good faith efforts to conform the agreement in such a manner so that it does appropriately comply or is consistent with such mission, as applicable.
13. **Term.** This Agreement will be in effect for a term of 2 (two) years beginning February 15, 2023 and ending April 30, 2023, unless terminated earlier as provided herein. The parties may renew this agreement for an additional term upon written agreement of both parties.
14. **Termination.** This agreement may be terminated at any time as follows:
  - a) By mutual agreement of the parties;
  - b) With cause by either party if the other party breaches any material term of this agreement, and the breach is not cured within ten (10) business days after the breaching party receives written notice of the breach from the other party; or
  - c) Without cause by either party upon at least thirty (30) days' prior written notice to the other party, in which case the agreement will terminate on the date specified in the notice.
15. **Non-Exclusivity.** Each party understands and agrees that the provision of Services pursuant to the terms of this Agreement does not in any way constitute an exclusive arrangement.
16. **Limitations of Liability.** PWL will not be liable for any indirect, consequential, special, punitive, exemplary or incidental damages of any kind, however caused, arising out of or related to this agreement or the services to be provided under this agreement, even if it has been advised of the possibility of those damages, and PWL's liability for money damages, however caused, arising out of or related to this agreement or the services to be provided under this agreement will be limited to the total amount paid by Client to PWL for the testing to which the liability claim is related. These limitations will apply regardless of the legal theory of liability, whether under contract, tort (including negligence and strict liability), or any other theory whatsoever.

17. **Indemnification.** PWL and Client each agree to indemnify, defend, and hold the other party hereto harmless from all liabilities, damages, losses and expenses, including attorneys' fees, incurred in relation to any claims or lawsuits arising out of the party's provision of, or failure to provide, medical care. In the event of a claim or lawsuit for which the parties are each partially at fault, each party shall be responsible only for that percentage of liabilities, damages, losses and expenses resulting from its provision of care.
18. **Medicare/Medicaid Participation.** Client hereby represents and warrants that neither Client nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Client hereby agrees to immediately notify PWL of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Client is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this agreement, or if at any time after the effective date of this agreement it is determined that Client is in breach of this section, this agreement shall, as of the effective date of such action or breach, automatically terminate. Client further understands that PWL periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify Client if it discovers a match. PWL will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).
19. **Access to Books and Records.** During the term of this agreement and for a period of four years after the termination hereof, each Party shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If a party carries out the duties of this agreement through a subcontract worth ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.
20. **Publicity Restrictions.** Client will not use PWL's name, trademark, trade name, or other designation in any promotion or publication without PWL's prior written consent.
21. **Limited Warranty.** PWL warrants that the services shall be performed on a professional basis consistent with applicable industry standards. Except as set forth in this section, PWL disclaims all other express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. Client's sole and exclusive remedy for breach of the warranties in this section is to have the applicable services re-performed by PWL at no additional cost to Client.
22. **Governing Law; Jurisdiction.** This agreement shall be governed by and construed in accordance with the laws of the state of Washington without regard to its conflicts of laws

principles. Any disputes arising between the parties shall be resolved by, and jurisdiction shall be exclusively in, the courts of the State of Washington.

23. **Notices.** Notices under this agreement shall be hand delivered, transmitted via fax, sent via standard mail service, or sent via courier to the addresses described below and to the attention of the respective contact individuals named below.

i. Any notice to be given to PWL pursuant to this Agreement shall be addressed to:

Providence St. Peter Hospital  
ATTN: Lab Director  
413 Lilly Rd NE  
Olympia, Washington 98506

ii. Any notice to be given to Client pursuant to this agreement shall be addressed to:

City of Napavine Police Department  
407 SW Birch Ave / PO Box 179  
Napavine, WA 98565

24. **Entire Agreement; Amendment.** This agreement is the entire agreement between the parties and supersedes any other oral or written communications, proposals, quotes, advertisements or understandings regarding the subject matter hereof. This agreement may be amended only in a writing signed by both parties, except the fee schedule, which may be modified at PWL's discretion as set forth in Section 7 above.

25. **Severability.** If any of the provisions of this agreement are held invalid or unenforceable, unless such invalidity or unenforceability substantially frustrates the underlying purpose and intent of the remainder of this agreement, such invalidity or unenforceability shall not affect the remainder of this agreement. Alternatively, if any provisions of this agreement is not enforceable as expressly written, it is the intention of the parties that those provisions be modified only as is necessary for them to be enforceable. All remedies under this agreement or at law or in equity are cumulative and nonexclusive.

26. **Waiver; Injunctive Relief.** Any party's delay or failure to insist upon strict performance of any provision of this agreement is not a waiver of any of its rights under this agreement. A waiver on one occasion will not waive any other right, constitute a continuing waiver, or waive that right on another occasion. Client acknowledges that a breach of this agreement may result in irreparable harm to PWL for which PWL will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available at law, Client acknowledges and agrees that PWL may immediately seek enforcement of this agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

27. **Independent Contractor.** PWL and Client are independent contractors for the purposes of this agreement and neither has the authority to bind the other. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between PWL and Client. No third party is a beneficiary of this agreement.

28. **Assignment.** Client may not assign this agreement or any of its respective rights or obligations hereunder without the prior written permission of PWL.
29. **Interpretation.** This agreement has been negotiated by the parties and the provisions will not be presumptively construed for or against either party. Each party to this agreement consulted with or had the opportunity to consult with its legal department or with an independent attorney of its choice, with regards to the agreement and signs it voluntarily. The words "includes" and "including" are not limiting in any way and mean "includes or including without limitation."
30. **Survival.** All terms or obligations that expressly or by their nature would be expected to survive the termination or expiration of this agreement shall survive expiration or earlier termination of this agreement.
31. **Counterparts.** This agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. When properly signed, this agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.
32. **Force Majeure.** Neither party is responsible or liable for any losses arising out of any delay or failure in performance of any part of this agreement due to any act of God, act of governmental authority, act of a public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, failure of communications services or devices, failure of equipment or software, performance of the Internet, or other event beyond the party's reasonable control. If a party's obligations under this agreement are affected by a Force Majeure event, the affected party will notify the other party and take reasonable action to promptly resume its obligations under this agreement.

**IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the effective date.**

*Signatures appear on next page*

PROVIDENCE

Client: City of Napavine Police Department

By: \_\_\_\_\_  
Name: Charles Skorzewski  
Title: Director, Laboratory

By: \_\_\_\_\_  
Name:  
Title:

Approved:

PROVIDENCE

By: \_\_\_\_\_  
Name: Doug Upson,  
Title: Executive Director, Clinical Services

**Providence Centralia Hospital Laboratory Services Fee Schedule**

The following fee schedule is for lab services processed at Providence Centralia Hospital:

Fee Schedule	EAP Code	EAP Description	CPT Code	Price
WCH LAB CLIENTS FEES LEVEL 1	30010009	HC ROUTINE VENIPUNCTURE - COLLECTION VENOUS BLD	36415	\$ 8.00
WCH LAB CLIENTS FEES LEVEL 1	30011649	HC HEPATITIS C AMPLIFIED PROBE	87521	\$ 85.00
WCH LAB CLIENTS FEES LEVEL 1	30011651	HC HEPATITIS C PCR QUAL	87521	\$ 85.00
WCH LAB CLIENTS FEES LEVEL 1	30017003	HC ALCOHOL BREATHALYZER	82075	\$ 25.00
WCH LAB CLIENTS FEES LEVEL 1	30017004	HC ALCOHOL BREATHALYZER CONFIRM	82075	\$ 14.00
WCH LAB CLIENTS FEES LEVEL 1	30017005	HC ALCOHOL BREATHALYZER LATE	82075	\$ 42.00
WCH LAB CLIENTS FEES LEVEL 1	30017012	HC DRUG COL GREATER THAN 20	99001	\$ 15.00
WCH LAB CLIENTS FEES LEVEL 1	30017014	HC DRUG COLLECTION FEE	99001	\$ 27.00
WCH LAB CLIENTS FEES LEVEL 1	30017015	HC DRUG COLLECTION FEE LATE	99001	\$ 50.00
WCH LAB CLIENTS FEES LEVEL 1	30114381	HC DRUG TEST PRSMV CHEM ANALYZR, PER DOS	80307	\$ 5.60
WCH LAB CLIENTS FEES LEVEL 1	30210241	HC SARS COV-2 IMMUNE RESPONSE IGG	86769	\$ 52.00
WCH LAB CLIENTS FEES LEVEL 1	30210242	HC SARS COV-2 IMMUNE RESPONSE IGM	86769	\$ 52.00
WCH LAB CLIENTS FEES LEVEL 1	30211173	HC SARS-COV-2 COVID-19 ANTIBODY IGG/IGM MULTI STEP PROCESS #	86769	\$ 52.00
WCH LAB CLIENTS FEES LEVEL 1	30211175	HC SARS-COV-2 COVID-19 ANTIBODY AB TOTAL MULTI STEP PROCESS #	86769	\$ 52.00
WCH LAB CLIENTS FEES LEVEL 1	30610482	HC COVID-19 AMP PRB IN HOUSE TESTING 87635	87635	\$ 62.00
WCH LAB CLIENTS FEES LEVEL 1	30610633	HC COVID-19 AMP PRB HIGH THROUGHPUT TECH IN HOUSE U0003	U0003	\$ 62.00

**INTERAGENCY AGREEMENT IAA23220**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**Napavine Municipal Court**

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Napavine Municipal Court for the purpose of distributing funds for court interpreter and language access service expenses to the Napavine Municipal Court .

**1. DEFINITIONS**

For purposes of this contract, the following definitions shall apply:

- a) "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs\\_orgs/pos\\_interpret/](http://www.courts.wa.gov/programs_orgs/pos_interpret/) The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b) "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs\\_orgs/pos\\_interpret/](http://www.courts.wa.gov/programs_orgs/pos_interpret/).
- c) "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d) "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

**2. PURPOSE**

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- a) These funds are intended to address each court's following needs:
  - Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
  - Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
  - Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other

things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

### 3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- b) The Court agrees to track and provide interpreter cost and usage data using a form provided by the AOC Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c) The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d) The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e) The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- f) The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; however, such payments will not be reimbursed.
- g) The Court is required to have a Language Assistance Plan (LAP) to be a part of the reimbursement program.
  - 1) Courts that submitted their LAP for review in FY22 are not required to resubmit their LAP for FY23. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.
  - 2) Courts that did not submit their LAP for review in FY22 must submit it in accordance with content guidelines provided in Exhibit B, Annotated Language Access Plan Template with Criteria for Approval. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

### 4. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2022**, regardless of the date of execution and which shall end on **June 30, 2023**.

### 5. COMPENSATION

- a) The Court shall be reimbursed a maximum of **\$7,301.90** for interpreter and language access services costs incurred during the period of July 1, 2022 to June 30, 2023. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2023.
- b) The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.



- c) The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection 3b*), are received and approved by AOC, pursuant to the following schedule:
  - 1) Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2022 and September 30, 2022, must be received by the AOC no later than December 31, 2022.
  - 2) Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2022 and December 31, 2022, must be received by the AOC no later than January 31, 2023.
  - 3) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2023 and March 31, 2023, must be received by the AOC no later than April 30, 2023.
  - 4) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2023 and June 30, 2023, must be received by the AOC no later than July 15, 2023.
- d) If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e) The Court shall submit its A-19 invoices quarterly through the web application. The Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.
- f) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- g) The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- h) The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

## **6. TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

## **7. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement

include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

## **8. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **9. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **10. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

## **11. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

## **12. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of

noncompliance or waiver of this section.

### **13. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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.

### **14. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

### **15. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **16. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **17. SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

**18. AGREEMENT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
<p><b>Tae Yoon</b>                      PO Box 41170                      Olympia, WA 98504-1170  <a href="mailto:Interpreterreimbursement@courts.wa.gov">Interpreterreimbursement@courts.wa.gov</a>                      360-704-5590</p>	<p><b>Lacie DeWitt</b>                      P.O. Box 179                      Napavine, WA 98565                      ldewitt@cityofnapavine.com                      (360) 262-9231</p>

**19. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

**AGREED:**

**Administrative Office of the Courts**

**Napavine Municipal Court**

\_\_\_\_\_  
*Signature* *Date*

*Lacie M. DeWitt* 02/23/2023  
 \_\_\_\_\_  
*Signature* *Date*

**Dawn Marie Rubio**  
 \_\_\_\_\_  
*Name*

**Lacie DeWitt**  
 \_\_\_\_\_  
*Name*

**Administrator, AOC**  
 \_\_\_\_\_  
*Title*

**Court Administrator**  
 \_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*