

**TOWN OF WOODWAY  
COUNCIL MEETING AGENDA**

**MONDAY, FEBRUARY 5, 2024  
6:00 P.M.**

**Woodway Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA**

- |           |      |   |
|-----------|------|---|
| 6:00 P.M. |      | Call to Order, Flag Salute, & Roll Call   |
| 6:00 P.M. |      | Public Comments*  |
| 6:05 P.M. | I    | Ratification of Previously Approved Payments - <i>December 31, 2023 Claims</i><br>Approval of Payments – <i>February 5, 2024 Claims; January 2024 Payroll</i> |
| 6:10 P.M. | II   | Approval of Minutes – <i>January 2, 2024; January 10, 2024 Special Meeting</i>  |
| 6:15 P.M. | III  | Council Reports   |
| 6:20 P.M. | IV   | Mayor’s Report  |
| 6:25 P.M. | V    | Town Administrator’s Report   |
| 6:30 P.M. | VI   | Port of Edmonds – Letter of Support for Grant Application   |
| 6:35 P.M. | VII  | State Auditor’s Office Data Sharing Agreement   |
| 6:40 P.M. | VIII | Ordinance 2024-652: WMC 2.16 – Compensation of Officers and Employees   |
| 6:45 P.M. | IX   | Representatives to Regional Organizations   |
| 7:00 P.M. |      | Public Comments*  |
| 7:05 P.M. |      | General Council Discussion – Choice of Subjects   |
| 7:10 P.M. |      | Meeting Ends  |

*Council agendas are subject to change before or during the council meetings upon motion. All times are approximate.*

*\*Anyone with a disability requiring special accommodations or anyone wishing to make a public comment for this meeting via video or audio connection should contact the Town Clerk's Office at Town Hall or call (206)542-4443 before 1:00 p.m. the Thursday preceding the Council Meeting. For TDD relay service, call (206)587-5500, or outside the Seattle area #1-800-833-6388.*



TOWN OF WOODWAY  
CLAIMS APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

\_\_\_\_\_  
Clerk Treasurer

The following transactions are approved for 2023 payment:

Claims checks #14428 through 14431 .....\$7,607.21

This 31<sup>st</sup> day of December 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\*Note: One large item is being paid

- \$6,439.39 for December 2023 work on the 2021-2022 audits



TOWN OF WOODWAY  
CLAIMS APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

\_\_\_\_\_  
Clerk Treasurer

The following transactions are approved for 2024 payment:

Claims checks #14432 through 14444 and EFTs #108 & 209 .....\$35,889.63

This 5<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\*Note: two large items are being paid

- \$10,989.13 for Town Hall maintenance – electrical repairs, gutter/building cleaning, and additional gutter installation
- \$14,527.50 for Town Planner Services including \$7,361.25 for MUGA-related work and \$5,265.00 for work on the Comp Plan update and middle housing legislation

\*The credit card bill is split with 2023 (was paid with a December 31, 2023 date). The three largest charges on the credit card bill are:

1. 2023 - Postage: \$330.00
2. 2024 – Postage: \$660.00
3. 2024 – Training registration – H. Napolitano: \$675.00



TOWN OF WOODWAY  
PAYROLL APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

\_\_\_\_\_

Clerk-Treasurer

The following January 2024 Payroll transactions, for 7.63 FTE, are approved for 2024 payment:

EFT transactions #142 through 163 and 178 .....\$73,482.36

This 31<sup>st</sup> day of January 2024

\_\_\_\_\_

Mayor

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Councilmember

\* There were 0 comp time hours accrued in January 2024

**TOWN OF WOODWAY  
COUNCIL MEETING MINUTES**

**TUESDAY, JANUARY 2, 2024  
6:00 P.M.**

**Woodway Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA**

- |                                   |  |  |
|-----------------------------------|--|--|
| <b>Members Present</b>            | <input checked="" type="checkbox"/> Mayor Mike Quinn                 | <input checked="" type="checkbox"/> Councilmember Rajeev Thakur      |
|                                   | <input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell | <input checked="" type="checkbox"/> Councilmember Jim Willett        |
|                                   | <input checked="" type="checkbox"/> Councilmember John Brock         | <input type="checkbox"/> Councilmember Steve Mitchell                |
| <b>Staff &amp; Guests Present</b> | <input type="checkbox"/> Town Administrator Eric Faison              | <input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano |
|                                   | <input type="checkbox"/> Public Works Director Terry Bryant          | <input type="checkbox"/> Town Engineer John Forba                    |
|                                   | <input type="checkbox"/> Police Chief Jason Valentine                | <input type="checkbox"/> Fire Chief Matt Cowan                       |
|                                   | <input type="checkbox"/> Town Planner Bill Trimm                     | <input type="checkbox"/> Town Attorney Greg Rubstello                |

\*Attended virtually

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Mayor Quinn called the meeting to order at 6:02 p.m. Councilmember S. Mitchell had an excused absence.

**IV - OATHS OF OFFICE**

Clerk-Treasurer Napolitano administered the oath of office to:

- John Brock for a four-year term for Council Position #2
- Jim Willett for a four-year term for Council Position #4
- Elizabeth Mitchell for a four-year term for Council Position #5

**PUBLIC COMMENTS**

The following people commented:

- Resident Bill Krepick

The following subjects were addressed:

- Police services
- Staffing

**V - RATIFY PREVIOUSLY APPROVED PAYMENTS – DECEMBER 18, 2023 CLAIMS**

*Councilmember E. Mitchell* moved to approve the December 18, 2023 claims checks #14376 through 14393 and EFT #1624, totaling \$63,114.51. *Councilmember Brock* seconded the motion. The motion passed unanimously.

## **II - APPROVAL OF PAYMENTS – DECEMBER 30, 2023 CLAIMS**

*Councilmember Willett* moved to approve the amended December 30, 2023 claims checks #14394 through 14399 & 14407 and EFT #1699 totaling \$13,272.07. *Councilmember E. Mitchell* seconded the motion. The motion passed unanimously.

## **II - APPROVAL OF PAYMENTS – JANUARY 2, 2024 CLAIMS**

*Councilmember Thakur* moved to approve the amended January 2, 2024 claims checks #14400 through 14406 & 14408 and EFT #1 totaling \$163,190.18. *Councilmember Brock* seconded the motion. The motion passed unanimously.

## **II - APPROVAL OF PAYMENTS – DECEMBER 2023 PAYROLL**

*Councilmember Brock* moved to approve the December 2023 payroll EFT transactions #1643 through 1646 & 1664 through 1687 totaling \$84,935.96. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

## **III - APPROVAL OF MINUTES – DECEMBER 4, 2023 MINUTES**

*Councilmember Willett* moved to approve the December 4, 2023 council meeting minutes. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

## **III - APPROVAL OF MINUTES – DECEMBER 18, 2023 MINUTES**

*Councilmember E. Mitchell* moved to approve the December 18, 2023 council meeting minutes. *Councilmember Brock* seconded the motion. The motion passed 3-0-1 with Councilmember E. Mitchell abstaining.

## **IV - COUNCIL REPORTS**

*Councilmember Brock:*

- Thanked the Cobb family for the festive decorations on the bridge.
- Reported on a recent experience with a speeding car while walking in Town.

*Councilmember Thakur:*

- Reported on a canine respiratory virus.

*Councilmember Mitchell:*

- Asked about the status of the Town's Hazard Mitigation Plan Annex through Snohomish County Department of Emergency Management.

## **V - MAYOR'S REPORT**

- Reported on mayors' meetings.
- Shared that there was no major damage reported from the recent storms.
- Commented that no new information was available about the annexation process.
- Discussed possible topics for the upcoming Council study session.
- The next edition of the Woodway Whisper would be out later that week.

**VI - TOWN ADMINISTRATOR’S REPORT**

- No Town Administrator’s report.
- Clerk-Treasurer Napolitino gave a brief update on investments.

**VII - REPRESENTATIVES TO REGIONAL ORGANIZATIONS**

The Council discussed the previous assignments, made a few changes, and asked that the item be brought back for a future meeting when Councilmember S. Mitchell could attend.

**PUBLIC COMMENTS**

None.

**GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

- Councilmember Brock commented on the use of electric leaf blowers.
- Council discussed fire protection services in South Snohomish County.

**ADJOURNMENT**

*Councilmember Brock* moved to adjourn the meeting. *Councilmember Willett* seconded the motion. The motion passed unanimously. The meeting was adjourned at 6:55 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitino, Clerk-Treasurer

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Michael S. Quinn, Mayor

(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)

TOWN OF WOODWAY  
COUNCIL MEETING MINUTES

WEDNESDAY, JANUARY 10, 2024  
NOON

Woodway Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA

**Members Present**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Mayor Mike Quinn                 | <input checked="" type="checkbox"/> Councilmember Rajeev Thakur  |
| <input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell | <input checked="" type="checkbox"/> Councilmember Jim Willett    |
| <input checked="" type="checkbox"/> Councilmember John Brock         | <input checked="" type="checkbox"/> Councilmember Steve Mitchell |

**Staff & Guests Present**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Town Administrator Eric Faison | <input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano |
| <input type="checkbox"/> Public Works Director Terry Bryant        | <input type="checkbox"/> Town Engineer John Forba                    |
| <input type="checkbox"/> Police Chief Jason Valentine              | <input type="checkbox"/> Fire Chief Matt Cowan                       |
| <input type="checkbox"/> Town Planner Bill Trimm                   | <input type="checkbox"/> Town Attorney Greg Rubstello                |

\*Attended virtually

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Mayor Quinn called the meeting to order at 12:13 p.m. Councilmember S. Mitchell had an excused late arrival. He joined the meeting at 12:48 p.m.

The Council discussed the topics below. Mayor Quinn called two short recesses during the meeting: 2:15 to 2:30 and 3:20 to 3:25.

**I - BUDGET**

- Reserve Policy
- Staffing – Administrative & Public Works
- Public Safety – Flock Cameras
- Levy

**II - STORMWATER UTILITY**

**III - TRAFFIC CALMING POLICY**

**IV - GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

**ADJOURNMENT**

*Councilmember Willett* moved to adjourn the meeting. *Councilmember Thakur* seconded the motion. The motion passed unanimously. The meeting was adjourned at 5:20 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitano, Clerk-Treasurer

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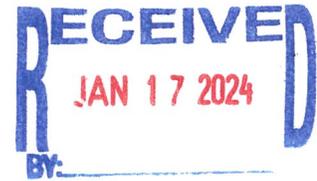
Michael S. Quinn, Mayor

(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)

DRAFT

January 12, 2024

Mayor Mike Quinn  
Town of Woodway  
23920 113th PI W  
Woodway, WA 98020



**Re: 2024 Association of Washington Cities (AWC) membership fees**

Dear Mayor Quinn:

First off, thank you for everything you do to help your community thrive. I appreciate your commitment to public service—I believe that it is the people behind our strong cities that make them so great.

Our vision for the future builds on AWC's 90 years of leadership. Since 1933, AWC has been providing our cities with nonpartisan advocacy, excellent training and education, and superior services. Our focus in 2024 will be on building bridges between our 281 cities, working with partners to bolster our state's civic health, and giving all of our members (including our newly elected officials) the tools they need to become great leaders.

Your membership in the Association of Washington Cities enables us to continue doing this important work. Thank you. The strength of AWC depends on continuing the longstanding 100% membership of all 281 member cities. We've been united with one voice for 90 years, which allows us to continue delivering results that strengthen all Washington cities—because we know that strong cities make a great state.

**2024 member fee notice**

I want to provide you with background information for your 2024 member fees. We recently sent an invoice to your city's billing contact via email. Please let me know if you would like an invoice sent to you as well.

By adopted board policy, each city's annual fee is adjusted by population changes and adjusted for inflation by the Implicit Price Deflator (IPD). This year's IPD is only 1.63%, and we are proud that we are able to continue offering our members great services while adjusting rates by this modest amount.

If you have any questions about 2024 fees or any of AWC's services, please feel free to contact me directly at [deannad@awcnet.org](mailto:deannad@awcnet.org) or 360.753.4137. I look forward to working with you in the new year.

Sincerely,

A handwritten signature in black ink, appearing to read "Deanna Dawson".

Deanna Dawson, CEO  
Association of Washington Cities

CC:  
Heidi Napolitano  
Eric Faison



Dave Somers  
County Executive

November 2, 2023

3000 Rockefeller Ave., M/S 407  
Everett, WA 98201-4046  
(425) 388-3460  
www.snoco.org

Mayor Mike Quinn  
Town of Woodway  
23920 113th Place W  
Woodway WA 98020

Dear Mayor Quinn,

The interlocal agreement between Snohomish County and the Town of Woodway establishing District Court filing fees for infraction and criminal misdemeanor actions provides for an annual adjustment of the filing fee amounts.

Section 2.1 of that interlocal agreement outlines how the annual adjustment is calculated. The 2024 filing fee for misdemeanors and infractions will increase by the lesser of the CPI-W increase from June 2022 to June 2023, or the Cost-of-Living adjustment for the Washington State Council of County and City Employees, AFSCME, District Court Unit (Local 1811 – CA), but cannot exceed 3.5% in any event. In the event the AFSCME contract is not executed prior to December 1, the filing fee will be increased by the CPI-W measurement.

From June 2022 to June 2023, CPI-W increased 4.51%. As a result, the 2024 filing fees will increase by 3.5% as seen in the following table:

Case Type	2023 Rate	CPI-W Change June 2022 to June 2023, 4.51%	Cost of Living Adjustment Per AFSCME Agreement TBD	Filing Fee Adjustment (Cannot Exceed 3.5%)	Rate for 2024
Infractions	\$45.79	\$2.07	N/A	\$1.60	\$47.39
Misdemeanors	\$132.69	\$5.98	N/A	\$4.64	\$137.33

Please consider this letter as formal notice of the District Court filing fees for 2024. If you have any questions or concerns, please contact Marianne Boggie, Assistant Administrator, Snohomish County District Court, at (425) 388-3136.

Sincerely,

Dave Somers  
Snohomish County Executive

- cc: Eric Faison, Town Administrator
- Heidi K. S. Napolitano, Clerk-Treasurer
- Eric Parks, Deputy County Executive, Snohomish County
- Katherine Koehler, Administrator, District Court
- Marianne Boggie, Assistant Administrator, District Court

January XX, 2024

The Honorable Pete Buttigieg  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Ave. SE  
Washington, DC 20590

Dear Secretary Buttigieg:

We are writing to express our support for the Port of Edmonds' North Portwalk and Seawall Reconstruction project application for the FY 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program. The Port of Edmonds is seeking RAISE funding to urgently rehabilitate the Port's decaying seawall and Portwalk to ensure the safety and resiliency of the Edmonds waterfront, and to ensure the Port can continue to serve the communities of Edmonds and Woodway, Washington as a center of economic development and environmental stewardship.

The current seawall and northern section of the Portwalk, a prominent section of the Edmonds waterfront, is in a state of disrepair and has only an estimated five years remaining in its lifespan. The Port's seawall not only protects local businesses and access to the Port's marina, which is the only protected moorage in the 30-mile stretch between Seattle and Everett, but also protects a key multimodal corridor connecting to Washington State Ferries' Edmonds terminal and state-owned fishing pier. This critical infrastructure protects these public and private assets, along with sections of State Route 104 and Burlington Northern Santa Fe's (BNSF) rail line from rising sea levels, winter storms, tsunami, and other natural hazards. As such, the Port is seeking federal funding to avert the devastating impacts on businesses, economic activity, and the environment that the failure of the seawall would cause.

The Port of Edmonds' application meets the overarching goals of the RAISE program by providing significant benefits to the Edmonds community, taking proactive measures that will enhance the area's resiliency to natural hazards, provide greater access and mobility to the Port through the improvement and repair of pedestrian walkways, and reinvigorate the Edmonds waterfront. The project will also help attract more economic activity and community connectivity for the Edmonds and Woodway communities through the creation of a new public plaza.

We appreciate your full and fair consideration of the Port of Edmonds' application. Thank you for your attention to this matter.

Sincerely,

INTERAGENCY DATA SHARING AGREEMENT

Between

Town of Woodway

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Town of Woodway, hereinafter referred to as “Agency”, and the Office of the Washington State Auditor, hereinafter referred to as “SAO”, pursuant to the authority granted by Chapter 39.34 RCW, 42.40 RCW, 43.101 RCW and 43.09 RCW.

Agency:

Agency Name: Town of Woodway  
Contact Name: Heidi K. S. Napolitano  
Title: Clerk – Treasurer  
Address: 23920 113<sup>th</sup> Place W., Woodway, WA 98020  
Phone: (206) 542-4443  
E-mail: Heidi@towofwoodway.com

SAO

Agency Name: Office of the Washington State Auditor  
Contact Name: Kristina Baylor  
Title: Program Manager  
Address: 15129 Main Street, Suite C102  
Mill Creek, WA 98012  
Phone: (425) 951-0290  
E-mail: Kristina.Baylor@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

“Agreement” means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems; d. List of individuals for commercial purposes.

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other compliance mandates; b. Serious

consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on July 1, 2024, or date of execution, whichever is later, and end on June 30, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored using data encryption with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve

the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

## 12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

## 13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the Agency contact.

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

## 14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

## 15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW 42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency \_\_\_\_\_

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

Title: \_\_\_\_\_

Office of the Washington State Auditor

*Kristina Baylor* 1/17/2024

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

Title: Program Manager

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**MEMO**

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**TO:** MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS  
**FROM:** HEIDI K. S. NAPOLITINO, CLERK-TREASURER  
**SUBJECT:** ORDINANCE 2024-652: COMPENSATION OF OFFICERS AND EMPLOYEES  
**DATE:** JANUARY 31, 2024  
**CC:** ERIC FAISON, TOWN ADMINISTRATOR

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Greetings Mayor & Councilmembers,

The Town currently has 16 staff members in 4 departments. Five are full-time, one is half-time, and the rest work between 14 and 40 hours each month. Historically, our part-time staff have also worked for another jurisdiction and have received their professional training and development through their main employer. That is changing, though, and we now have staff who have retired from their main jurisdiction and have chosen to continue working for Woodway. It is in the Town's best interest to keep their skills and knowledge current, making sure that they are aware of new laws and regulations that will have an impact on their work and on Town operations.

The proposed new language in Woodway Municipal Code (WMC) Chapter 2.16: Compensation of Officers and Employees would add a provision allowing for up to 40 hours of additional compensation per calendar year for part-time employees to participate in job-related training and professional development. If adopted, this language will be added to the Personnel Policies & Procedures Manual as well, with directions on how to request this time and who will need to approve it.

# TOWN OF WOODWAY

## ORDINANCE 2024-652

AN ORDINANCE OF THE TOWN OF WOODWAY AMENDING WOODWAY MUNICIPAL CODE (WMC) CHAPTER 2.16: COMPENSATION OF OFFICERS AND EMPLOYEES; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Town of Woodway employs part-time staff to fill various positions; and

WHEREAS, the Town Council recognizes that, while some of the part-time staff participate in job-related training and professional development through another employer, for those who do not, it is in the Town's best interest to keep their skills and knowledge current, making sure that they are aware of new laws and regulations that will have an impact on their work and on Town operations.; and

WHEREAS, to ensure that the regular work of part-time employees can still be completed, the Town Council would like to authorize up to 40 hours of additional compensation per calendar year to allow employees to participate in job-related training and professional development;

NOW, THEREFORE, the Town Council of the Town of Woodway does hereby ordain as follows:

Section 1. WMC Chapter 2.16 is hereby amended as stated in Exhibit A

Section 2. The Town's Personnel Policies & Procedures Manual is also amended to include the additional language in WMC 2.16.005 (C) as stated in Exhibit A. The procedures for implementing this policy will be determined by the Town Administrator.

Section 3. If any part or portion of this Ordinance is declared invalid for any such reason, such declaration of invalidity shall not affect any remaining portion.

Section 4. This Ordinance shall take effect 5 days after date of publication by ordinance title only.

PASSED this 5<sup>th</sup> day of February 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

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Michael S. Quinn, Mayor

ATTEST:

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Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

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Greg Rubstello, Town Attorney

Date Passed by the Town Council:

Date Published:

Effective Date:

# TOWN OF WOODWAY

## ORDINANCE 2024-652 | EXHIBIT A

### WMC CHAPTER 2.16: COMPENSATION OF OFFICERS AND EMPLOYEES

Sections:

2.16.005 Compensation.

2.16.010 Schedule.

2.16.020 Waiver.

2.16.005 COMPENSATION. ~~2.16.010 SCHEDULE.~~

- A. Compensation for certain officers and employees of the Town shall be paid, as determined by the Mayor, within the ranges provided below.
- B. ~~Retention bonuses pursuant to the Town's adopted retention policy are excluded from the range limitations~~ compensation schedule provided below.
- C. Part-time employees are eligible to be paid for up to 40 hours for job-related training or professional development per calendar year in addition to their regular compensation. Additional paid hours under this subsection will be paid at either the employee's hourly rate as listed below or at an hourly rate computed from the monthly salary listed below.

2.16.010 SCHEDULE.

- A. Clerk-Treasurer, a rate not to exceed ten thousand dollars per month.
- B. Public Works Director, a rate not to exceed ten thousand dollars per month.
- C. Deputy Clerk-Treasurer/Permit Technician, a rate not to exceed seven thousand five hundred dollars per month.
- D. Public Works Crew Lead, a rate not to exceed seven thousand five hundred dollars per month.
- E. Public Works Crew Member, a rate not to exceed six thousand five hundred dollars per month.
- F. Building Official, a rate not to exceed three thousand dollars per month.
- G. Building Inspector, a rate not to exceed three thousand dollars per month.
- H. Police Chief, a base salary not to exceed six hundred dollars per month for administrative responsibilities, plus a rate not to exceed seventy dollars per hour.
- I. Deputy Police Chief, a base salary not to exceed three hundred dollars per month for administrative responsibilities, plus a rate not to exceed seventy dollars per hour.
- J. Police Officer, a rate not to exceed seventy dollars per hour.
- K. Administrative Staff Member, Temporary Staff Member, and/or Part-Time Staff or Public Works Member, a range of sixteen dollars and twenty-eight cents to fifty dollars per hour.

**2.16.020 WAIVER.**

- A. Any employee or official of the Town, who is authorized by the Council to receive compensation for work or services done on behalf of the Town, shall have the right to waive receipt of all or any portion of that compensation.
- B. The waiver shall expire at the end of the fiscal year in which it is made, or upon its withdrawal by the employee or official. In no case will the employee or official be retroactively compensated for services performed during the time the waiver is in force.

Draft

Town of Woodway  
Representatives to Regional Organizations

2024					
	Location	Meeting date	Rep (1)	Rep (2)	Alternate Rep
Mayor Pro Tem		n/a	E. Mitchell	Brock	
Richmond Beach Community Association	in-person		Brock		
Salmon Recovery Council	online	Every other month, 3rd Thursday	Brock	Willett	
Sno Co Department of Emergency Management		Quarterly	Willett		
Snohomish County 911 Small City Caucus Rep.		Once per year	Willett		
Alliance for Housing Affordability		Quarterly - before one of the SCT meetings on a fourth Wednesday (January, April, July, October)	Brock	E. Mitchell	
Snohomish County Housing Affordability Task Force (HART)		two meetings per year	Willett	S. Mitchell	
Snohomish County Cities and Towns		Third Thursday of each month	Thakur	all others rotate	
Conservation Futures Board - appointed through SCC organization			Quinn		
Snohomish County Housing and Community Development Policy Advisory Board - appointed through SCC organization			E. Mitchell		
Snohomish County Housing and Community Development Technical Advisory Committee		as needed, february and mid-year plus more if necessary	Willett	Brock	
Snohomish County Tomorrow - Steering Committee		Fourth Wednesday of each month, 6 to 8 pm	Thakur	Brock	
Solid Waste Advisory Committee		2nd Wednesday of each month	S. Mitchell		
South County Mayors		First Wednesday of each month	Quinn		
State Audits of Town		n/a			All Council Members
Washington Cities Insurance Authority (WCIA)		n/a	Napolitano	E. Mitchell	Thakur
Economic Alliance of Snohomish County		still working out how to join/are there dues?	Thakur		
Port of Edmonds		2x/month - attendance only - not a member	Quinn	all others rotate	