



**CITY OF MOUNT VERNON
COUNCIL MEETING
AGENDA**

January 28, 2026, 7:00 p.m.

Police Court Campus, 1805 Continental Place

To virtually attend the meeting, the public may:

1. **Watch the meeting live on TV10:** Comcast/Xfinity Channel 10
2. **Watch the meeting live, online:**
https://www.youtube.com/channel/UCUJob_hcQUmd4S93YkletdrA

1. OPENING CEREMONIES

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call of Councilmembers

2. APPROVAL OF AGENDA

3. COMMUNITY COMMENTS

(This is an opportunity for Mount Vernon residents to address their City Council. Please provide your information on the guest sign-in sheet located on the table near the entrance to the Council Chambers prior to speaking, and limit comments to three minutes or less. Under normal circumstances, the Mayor and Council will not respond immediately to Community Comments. If you would like someone to follow up with you regarding the topic of your comments, please leave your name and contact information on the form at the entrance of the Council Chambers. If you are unable to attend the meeting and would like to make your comments via Zoom, please submit a request to speak via email to communitycomments@mountvernonwa.gov or by telephone at 360-336-6211. Requests must be received by 4 p.m. on the meeting date.)

Interpretation services for Community Comments are available on request. Please contact the City at mvmayor@mountvernonwa.gov or 360-336-6211 at least two business days prior to the meeting if you would like an interpreter to share your comments with City Council.

4. CONSENT AGENDA

- A. Approval of January 14, 2026, Regular Council Meeting minutes
- B. Approval of January 20, 2026, Payroll checks numbered 113273 – 113298, direct deposit checks numbered 110992 – 111243, and wire transfers numbered 1534 – 1538, in the amount of \$1,681,305.88
- C. Approval of January 28, 2026, Claims numbered 32682 – 32871 in the amount of \$1,163,580.92
- D. Approval of Agreement – Skagit County
- E. Approval of Agreement – Modern Cleaners

- F. Approval of Extension of Agreement – Snohomish County Public Defenders Association
- G. Street Closure Request – Illuminight Winter Walk

5. REPORTS

- A. Councilmember Comments
- B. Mayor's Report

6. NEW BUSINESS

- A. Approval of Appointment to Planning Commission – Brad Windler
(Staff is requesting the appointment of Brad Windler to the Mount Vernon Planning Commission.)
(required action – motion)
(staff contact – Steve Sexton)
- B. Approval of Appointment to Arts Commission – Linda Brookings & Damond Morris
(Staff is requesting the reappointment of Linda Brookings & Damond Morris to the Mount Vernon Arts Commission.)
(required action – motion)
(staff contact – Jennifer Berner)
- C. Approval of Agreement – Western Display Fireworks, Inc.
(Staff is requesting approval of an agreement with Western Display Fireworks, Inc. to provide a fireworks show for July 4, 2026)
(required action – motion)
(staff contact – Jennifer Berner)
- D. Approval of Equipment Purchase – Sports Turf and Landscaping Machine
(Staff is requesting approval of a purchase of a new ABI Force Z23 sports turf and landscaping machine.)
(required action – motion)
(staff contact – Jennifer Berner)
- E. Approval of K9 and Equipment Purchase – K9, K9 Vehicle and Equipment
(Staff is requesting approval of Resolution No. 1090, for the purchase of a K9, dedicated K9 vehicle and related equipment)
(required action – resolution)
(staff contact – Daniel Christman)
- F. Approval of Ordinance - Amending the City's Purchasing Policies
(Staff is requesting approval of Ordinance No. 3935 amending and establishing a model code ordinance regarding city purchasing policies for goods, services, both real and personal property and donations.)
(required action – ordinance)
(staff contact – Kevin Rogerson)

7. EXECUTIVE SESSION

8. ADJOURNMENT



**City of Mount Vernon
City Council Meeting Minutes
January 14, 2026
Police Court Campus, 1805 Continental Place**

Present

Mayor Donovan

Councilmembers: Beaton, Daman, Hudson, Oliver, Tercero, Vander Stoep, West

Staff: Finance Director Volesky, City Attorney Rogerson, Parks and Recreation Director Berner, Fire Chief Harris, Library Director Huffman, Development Services Director Sexton, City Clerk Jensen, Public Works Director Phillips, Police Chief Christmas, IT Director Thomas, City Engineer Reinart, Senior Planner Manville-Ailles, Capital Programs Manager Chesterfield, Assistant Fire Chief Sanders

Citizens: 28

1. OPENING CEREMONIES

- A. Mayor Donovan called the meeting to order at 7:03 p.m.
- B. Mayor Donovan lead the pledge of allegiance
- C. City Clerk Jensen called roll of Councilmembers

2. APPROVAL OF AGENDA

The agenda was approved as presented.

3. COMMUNITY COMMENTS

- Alicia Lewis, Mount Vernon resident welcomed new councilmembers and spoke about AI, committee minutes, and public engagement.
- Gavin Birch, Alger resident, spoke against Flock Safety cameras and addressed a public records request he submitted.
- Harrison Gott, Alger resident, spoke against Flock Safety cameras.
- Andrea, Mount Vernon resident, welcomed new Councilmembers and spoke about public safety, public services, crime statistics, crime prevention, and Flock cameras.
- Callie Lowenstein, Mount Vernon resident, spoke about Flock cameras,

- community safety, the levy lid lift funds, and the IOS program.
- Chuck Messinger, Mount Vernon resident, provided coordinated entry system and Point and Time count information.
- Jack Canfield, Mount Vernon resident spoke about police and surveillance.
-

4. CONSENT AGENDA

- A. Approval of December 17, 2025, Regular Council Meeting minutes
- B. Approval of December 15, 2025, Payroll checks numbered 113244 – 113256, direct deposit checks numbered 110471 – 110728, and wire transfers numbered 1524 – 1528, in the amount of \$1,813,873.05
- C. Approval of January 5, 2026, Payroll checks numbered 113257 - 113272 – 113256, direct deposit checks numbered 110729 - 110991, and wire transfers numbered 1529 – 1533, in the amount of \$1,436,480.09
- D. Approval of December 24, 2025, Claims numbered 32321 – 32484 in the amount of \$1,036,688.77
- E. Approval of January 14, 2026, Claims numbered 32494 – 32670 in the amount of \$3,802,198.86
- F. Approval of Agreement – Skagit County
- G. Approval of Agreement Supplement No 1 – Washington State Department of Transportation
- H. Approval of Agreement – Pacific Surveying & Engineering, Inc.
- I. Approval of Agreement – Welcome Home Skagit
- J. Approval of Agreement – Helping Hands of Sedro-Woolley

Councilmember Tercero moved to approve Consent Agenda Items A – J Motion seconded by Councilmember Vander Stoep. Motion passed 7-0.

5. REPORTS

- A. Councilmember Comments
 - Councilmember Hudson spoke about community engagement and an upcoming Ward 3 meeting.
- B. Mayor's Report
 - Mayor's Coffee Hour will be January 15th from 10 – 11 am at Skagit Preschool & Resource Center (SPARC)

6. NEW BUSINESS

- A. Approval of Appointment to the Library Board: Mr. Huffman requested

the reappointment of Joan Gordon to the Mount Vernon Library Board.

Councilmember Hudson moved to reappoint Joan Gordon to the Library Board. Motion seconded by Councilmember Daman. Motion passed 7-0.

- B. Approval of Appointment to the Planning Commission: Mr. Sexton requested the reappointment of LuAnne Burkhart to the Mount Vernon Planning Commission.

Councilmember Beaton moved to reappoint LuAnne Burkhart to the Planning Commission. Motion seconded by Councilmember Tercero. Motion passed 7-0.

Mayor Donovan performed the swearing in of LuAnne Burkhart to the Planning Commission.

- C. Public Hearing and Approval of Ordinance – Rezone PLAN21-0506: Mr. Rogerson relayed quasi-judicial legal processes and the responsibilities of Council regarding this request. He asked a series of questions to council regarding any potential conflicts of interest. Councilmember Vander Stoep disqualified himself from participating on the item. Council received emails opposing the project citing flood controls and traffic concurrency. Mr. Rogers asked parties of records if they wish to disqualify a councilmember; no one came forward.

Ms. Manville-Ailles explained that this is a closed record public hearing and request to adopt Ordinance 3933, accepting the Hearings Examiner's recommendation to rezone Parcels P137379 and P137381, 4400 McLaughlin Road from Public (P) to Multi-Family Residential (4). The rezone is necessary to make the parcels consistent with their Comprehensive Plan designation of Medium High Density Multi-Family (MH MF).

Ms. Manville-Ailles reviewed the regulatory process of the Development Services Department.

Mayor Donovan opened the closed record public hearing.

Norm Barber, Mount Vernon resident and party of record, spoke on behalf of himself and neighbors, in opposition of the rezone to R4 and to consider the alternate zoning designation of R3.

There being no additional comments, Mayor Donovan closed the public

hearing.

Ms. Manville-Ailles spoke about the option of R3 and the upcoming Comprehensive Plan updates that will likely eliminate the R3 zoning designation. She also spoke about a recent no rise flood study that was conducted on the property by the applicant of a project on adjacent property.

It was noted that this ordinance changes the zoning but does not approve a specific project.

Councilmember West moved to approve the Hearings Examiner's decision to Rezone PLAN21-0506 with Ordinance 3933 from Public (P) to Multi-Family Residential (4) . Motion seconded by Councilmember Tercero. Motion passed 6-0.

- D. Approval of Agreement – Washington State Department of Ecology (WSDOE): Mr. Chesterfield requested approval of an agreement with WSDOE for the FY2025-27 water Quality Stormwater Capacity Grant No. WQSWCAP-2527-MOUVER-0208 for the implementation of the City's National Pollutant Discharge Elimination System Phase II Municipal Stormwater Permit.

Councilmember Hudson moved to approve an agreement with WSDOE for a water Quality Stormwater Capacity Grant in the amount of \$120,000. Motion seconded by Councilmember Tercero. Motion passed 7-0.

- E. Approval of Ordinance – Additional Sales and Use Tax: Mr. Rogerson presented Ordinance 3934 expanding funding for public safety with an additional one tenth of one percent sales and use tax for criminal justice purposes as allow by ESHB2015.

Councilmember Beaton moved to approve Ordinance 3934 allowing additional public safety funding with an additional sales and use tax of one tenth of one percent, for criminal justice purposes. Motion seconded by Councilmember Vander Stoep. Motion passed 7-0.

- F. Election of Mayor Pro Tempore: Rogerson explained the necessity to elect a Mayor Pro Tempore.

Councilmember Tercero nominated Councilmember Hudson to act as Mayor Pro Tempore for the year 2026. Motion seconded by Councilmember Vander Stoep. Motion passed 7-0.

7. EXECUTIVE SESSION

- none

8. ADJOURNMENT

The meeting adjourned at 8:28 p.m.

Submitted by: Becky Jensen, City Clerk

Approved: January 28, 2026



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Daniel Christman, Chief of Police
SUBJECT: INTERLOCAL AGREEMENT WITH SKAGIT COUNTY FOR EMBEDDED SOCIAL WORKER

RECOMMENDED ACTION:

Motion to authorize the Mayor to approve the Law Enforcement Embedded Social Worker contract with Skagit County.

INTRODUCTION/BACKGROUND:

In 2016, the City of Mount Vernon and Skagit County Human Services entered into an interlocal agreement that would help fund an embedded social worker within the Mount Vernon Police Department. The agreement includes two-thirds of the funding for one social worker, not to exceed \$77,000, and \$17,000 for flexible program spending that includes supplies and ongoing technical assistance.

FINDINGS/CONCLUSIONS:

The current agreement expired on December 31, 2025, and to keep the position and programming functioning with the success it's had, requires renewal of this interlocal agreement.

RECOMMENDATION:

Authorize the Mayor to enter into a renewal of the Law Enforcement Embedded Social Worker contract with Skagit County for January through December 2025.

ATTACHED:

Interlocal Agreement – Law Enforcement Embedded Social Worker

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
THE CITY OF MOUNT VERNON**

THIS AGREEMENT is made and entered into by and between the City of Mount Vernon ("City"), a municipal corporation, and Skagit County, Washington ("County"), a political subdivision of the State of Washington pursuant to the authority granted by state law including but not limited to Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the County and the City agree as follows:

- 1) **PURPOSE:** The purpose of this Agreement is to set forth the duties between the City and the County regarding a law enforcement embedded social worker program (the "Program") that hires a social worker to provide outreach and engagement and enhance and assist in community support services to vulnerable populations. To better respond to a variety of street-level social issues, the social worker shall be embedded with the City's Police Department and shall be known as the Embedded Social Worker (ESW). The goal of the Program is to provide an alternative police response through outreach and engagement to homeless individuals with behavioral health disorders (mental and/or substance use disorders) and other needs within the City. The ESW will be employed by the City of Mount Vernon and shall be located within the Mount Vernon Police Department (MVPD). By sharing workspace with the ESW at the MVPD, partnerships will be created or enhanced between the MVPD and local social services agencies.

The ESW will provide assistance with police response with the aim to bridge gaps between law enforcement response and the needs of homeless individuals to facilitate access to help and support social needs such as behavioral health treatment services, housing and financial needs and reduce future negative law enforcement contacts including involvement with criminal justice system. The ESW will focus on individuals most in need to help link them to resources to improve their quality of life and enhance community safety so that people are more likely to get the help and support for identified needs and are less likely to be repeatedly contacted and/or incarcerated.

- 2) **OBJECTIVES:** The City and County agree that the following shall be the Objectives and Strategies of the Program:
- a) Improve response and provide better follow-up with homeless individuals with behavioral health disorders
 - b) Reduce impact on police resources
 - c) Maintain data on the Program's effectiveness
 - d) Engage, motivate, and support individuals in accessing services and maintaining stability and recovery
- 3) **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement that:
- a) The County shall perform the following:
 - i) Reimburse the City for a maximum of seventy-seven thousand dollars (\$77,000.00) as described below:

- ii) Reimburse the City an amount not to exceed sixty thousand dollars (\$60,000.00) for the salary and benefits of the ESW and contracted clinical consultation during the contract period.
- iii) Reimburse the City for flex funds to address client needs and goals related to health, housing, and behavioral health; and assistance with obtaining identification, food, and necessary incidentals, an amount not to exceed seventeen thousand dollars (\$17,000.00) for the program during the contract period.
- iv) Provide ongoing technical assistance.
- b) The City shall perform the following:
 - i) Fund a minimum of one-third (1/3) of the ESW salary and benefits during the twelve (12) month contract period.
 - ii) Employ the ESW. The ESW shall have at a minimum education qualification a master's degree in Social Work with licensure preferred.
 - iii) Job Description for the ESW shall include the following tasks:
 - (1) Provide outreach and engagement to homeless individuals seen on a recurring basis.
 - (2) Provide training to law enforcement officers on social services resources.
 - (3) Develop a procedure to identify and screen individuals with behavioral health, health, or other social service needs ("identified individuals").
 - (4) Develop a network of collaborative relationships with community resources, including but not limited to, the Skagit County Crisis Center, Crisis Prevention & Intervention Team, Designated Mental Health Professionals, Skagit County Jail, Jail Transition Program, Community Action Agency, emergency housing providers and other social service providers.
 - (5) Follow up with identified individuals in an effort to bridge gaps between police contacts and behavioral health and social services and ensure continuity of care.
 - (6) Provide ongoing follow-up engagement activities to engage and enroll individuals in available treatment services.
 - (7) In collaboration with identified individuals, create individual-directed plan to identify service needs and facilitate access to resources.
 - (8) Assist identified individuals with the completion, submission and follow-up of necessary paperwork and applications for long-term health benefits and mental health services.
 - (9) Assist identified individuals in scheduling appointments for benefits and services as appropriate.
 - (10) Meet with identified individuals in the community frequently to discuss, assess, direct, and assist in the removal of barriers to self-sufficiency.
 - (11) Assist identified individuals with needs related to health, housing, and behavioral health; obtaining identification, food, and necessary incidentals.
 - (12) Monitor and document interactions with identified individuals.
 - iv) Provide employment benefits to ESW.
 - v) Contract with a Licensed Independent Clinical Social Worker as defined in RCW 18.225.090 (a)(ii) with appropriate knowledge and experience to provide clinical consultation and make recommendations regarding activities, or decisions of the ESW. The MHP shall provide clinical "consultation" as that term is defined in WAC 388-865-0150 to the ESW. Clinical consultation shall occur monthly at a minimum, City shall comply with all federal and state medical records requirements in performing all consultations with the ESW.
 - vi) Provide training for ESW as available and appropriate.
 - vii) Provide tools and equipment as deemed appropriate.
 - viii) Provide quarterly reports, to include:

- (1) Number of unduplicated individuals served;
- (2) Number of clients connected to behavioral health treatment services;
- (3) Number of individuals with co-occurring mental and substance use disorders;
- (4) Number of contacts with or on behalf of an individual.
- (5) describe program successes and problems encountered, if any, in meeting the Interlocal requirements.

- 4) **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2026, through December 31, 2026.
- 5) **MANNER OF FINANCING:** The County shall reimburse the City for services provided in this Agreement. Total reimbursement shall not exceed **seventy-seven thousand dollars (\$77,000.00)** as described below.
- a) Eligible expenses include:
 - i) Salary and benefits for the ESW, not to exceed two-thirds (2/3) of the total cost, for a maximum \$60,000.00.
 - (1) Optional: Cost of contracting with a Licensed Independent Clinical Social Worker as defined in RCW 18.225.090 (a)(ii) with appropriate knowledge and experience to provide clinical consultation and make recommendations regarding activities, or decisions of the ESW. Total amount reimbursable for clinical consultation services shall not exceed five thousand dollars (\$5,000.00) and is to be deducted from the \$60,000.00 set aside for salary and benefits of the ESW.
 - ii) Flex funds to address the needs and goals of clients related to health, housing, and behavioral health; or assistance obtaining identification, food, and necessary incidentals, not to exceed seventeen thousand dollars (\$17,000.00).
 - b) The Contractor shall budget funds awarded for contracted services in a manner that ensures availability of such services throughout the entire term of this contract.
 - c) The City shall submit invoices accompanied by the proper documentation to verify services.
 - d) Invoices must include the contract number on page 1 of this contract and the following GL code: 116 55210444110.
 - e) Invoices shall be emailed to the contract manager or mailed or hand delivered to:

Skagit County Public Health
301 Valley Mall Way Ste 110
Mount Vernon, WA 98273
 - f) All invoice corrections must be submitted no later than sixty (60) days after the last day of the month in which those services were provided, except at the end of the fiscal year, when all invoices and corrections must be submitted by the fifth (5th) working day of the month following the end of the fiscal year.
 - g) The County agrees to make payment for services provided as approved by the Auditor of Skagit County with County warrants within thirty (30) working days following receipt of City's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.
 - h) The City shall budget funds awarded for contracted services in a manner that ensures availability of such services throughout the entire term of this contract.
- 6) **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- a) The County's representative shall be the Public Health Community Services Division Manager.
 - b) The City's representatives shall be the Mayor and Chief of Police.
- 7) **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 8) **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
- 9) **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 10) **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 11) **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 12) **NO THIRD-PARTY BENEFICIARIES:** The provisions of this Agreement are for the exclusive benefit of the County and the City. This Agreement shall not be deemed to have conferred any rights, promises, or representations express or implied, upon any third parties on which they should reasonably rely. This Agreement is not intended nor shall serve to create any defense or claim that a third party may assert against the Parties including but not limited establishing or forming a special relationship owed to any individual or class of individual not party to this Agreement and which lies separate or beyond a Parties' general public duty causing exemption to the public duty doctrine.
- 13) **GOVERNING LAW; VENUE:** This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Skagit County.
- 14) **ENTIRE AGREEMENT/AMENDMENTS:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this

Agreement.

CITY OF MOUNT VERNON:

Peter Donovan
Mayor, City of Mount Vernon

(Date _____)

Becky Jensen, City Clerk

City Attorney

Mailing Address:
City of Mount Vernon 910 Cleveland
St
Mount Vernon, WA 98273

DATED this ____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Peter Browning, Commissioner

Attest:

Joe Burns, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Doug Volesky, Finance Director
SUBJECT: RENEW PROFESSIONAL SERVICES AGREEMENT WITH MODERN CLEANERS

RECOMMENDED ACTION:

City staff is requesting Council to authorize the Mayor to renew a professional services agreement with Modern Cleaners.

INTRODUCTION/BACKGROUND:

The Fire and Police Department have a need for dry cleaning services for uniforms and supplies.

FINDINGS/CONCLUSIONS:

Modern Cleaners have been the only cleaning service provider that provides bids for these city services. Since their previous agreement has expired, the City would like to renew this agreement for 2026.

RECOMMENDATION:

City staff is requesting Council to authorize the Mayor to renew a professional services agreement with Modern Cleaners.

ATTACHED:

Modern Cleaners professional services agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this ____ day of January, 2026, by and between the **CITY OF MOUNT VERNON**, a Washington municipal corporation, hereinafter referred to as the "CITY" and **Modern Cleaners**, hereinafter referred to as the "Consultant."

RECITALS:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the Consultant represents that the Consultant is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on January 1, 2026 and shall be completed on December 31, 2026.

3. Compensation And Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the Consultant except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the Consultant for work performed under this Agreement as follows:

3.4 The Consultant shall submit to the CITY Finance Director invoices in a manner and on forms approved by the Finance Director indicating all amounts owed during the contract to receive payment.

4. Reports And Inspections.

4.1 The Consultant at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The Consultant shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the Consultant activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant's activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent Consultant/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the . No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the Consultant are not entitled to any of the benefits the CITY provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated the Consultant is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Consultant Employees/agents.

The CITY may at its sole discretion require the Consultant to remove an employee(s), agent(s) or servant(s) from employment on this Project. The Consultant may however employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of

the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8.1 Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

8.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

8.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

8.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

8.1.4 Professional Liability insurance appropriate to the Consultant's profession.

8.2 Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

8.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

8.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

8.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

8.3 Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City.

Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

8.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.5 Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8.6 Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

8.7 Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. ~~Treatment of Assets.~~

~~Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONSULTANT pursuant to this Agreement.~~

10. Compliance with Laws.

10.1 The Consultant, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The Consultant will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The Consultant shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The Consultant shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the Consultant not less than

thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The Consultant shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The Consultant agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the City may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the Consultant

16.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the f Consultant ails to

comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the setting Consultant forth the manner in which the Consultant is in default. The Consultant will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Skagit County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute

material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

City of Mount Vernon

Peter Donovan, Mayor

Date: _____

Attest:

Becky Jensen, City Clerk

Approved as to Form:

Kevin Rogerson, City Attorney

CONSULTANT:

Modern Cleaners

Jessica R. Caughlin

Jessica R. Caughlin

Date: 1-15-26

**CITY OF MOUNT VERNON
 BID SUBMITTAL SHEET
 DRY CLEANING SERVICES**

**MODERN CLEANERS
 714 W. DIVISION
 MOUNT VERNON, WA 98273**

Prices to be filled in for cleaning of the following items:

DEPT.	ITEM	ESTIMATED	CLEANING PRICE
		MONTHLY QUANTITY	PER UNIT
POLICE	Blankets	3-5	11.91
	Polo Shirt	1-2	7.22
	Bike Pants	1-2	6.37
	Fatigue Clothes	1-2	7.16
	Jeans (washed, not pressed)	1-2	3.63
	T-Shirt w/Police Logo	1-2	7.22
	Vest Cover	1-2	6.14
	Slacks	25-35	7.41
	Press Shirts	25-35	2.89
	Blazers	12-15	9.29
	Light Uniform Jackets	10-15	9.43
	Heavy Uniform Jackets	10-15	11.91
	Uniform Shirts	150-200	6.95
	Uniform Pants	150-200	6.42
	Jacket Liners	5-7	6.14
	Cardigans	2-4	8.15
	Coveralls	10-20	12.22
	Outside Vests	2-4	6.14
	Lab Coats	3-5	7.29
	Ties	5-10	3.50

Deliver to 1805 Continental Place, Mount Vernon

FIRE	Blankets	2-4	11.91
	Coveralls	1-2	12.22
	Uniform Jackets	1	8.97

Deliver to 901 S. 2nd Street, Mount Vernon

FIRE	Blankets	4-6	11.91
	Coveralls	1-2	12.22
	Uniform Pants	200-250	6.42
	Uniform Shirts	200-250	6.95
	Uniform Sweatshirt	1-2	8.15
	Uniform Jackets	1-2	8.97

Deliver to 1901 N. LaVenture Road, Mount Vernon

FIRE	Blankets	2-4	11.91
	Coveralls	1-2	12.22
	Uniform Jackets	1	8.97

Deliver to 4701 E. Division Street, Mount Vernon

**MODERN CLEANERS
 714 W. DIVISION
 MOUNT VERNON, WA 98273**

MODERN CLEANERS
714 W. DIVISION
MOUNT VERNON, WA 98273

**CITY OF MOUNT VERNON
BID SUBMITTAL SHEET
DRY CLEANING SERVICES**

Prices to be filled in for cleaning of the following items:

ITEM	CLEANING PRICE PER LB.
Bath Towels	2.53 - per lb
Dish Towels	2.53 - per lb
Shop Towels	5.06, per lb
Wash Cloths	2.53 - per lb
Blankets	11.91 - each
Sheets	2.53 per lb
Pillow Slips	2.53 " "
Dust Mops	5.06 - per lb

Pick up/Deliver to: 901 S. 2nd St., Mount Vernon Fire Department
1901 N. LaVenture Rd, Mount Vernon Fire Department
4701 E. Division St., Mount Vernon Fire Department



DATE: January 28, 2026

TO: Mount Vernon City Council

FROM: Steve Sexton, Development Services Director

SUBJECT: Approval of a 12-month contract extension with Snohomish County Public Defenders Association

RECOMMENDED ACTION:

Approval

INTRODUCTION/BACKGROUND:

In December of 2024 the cities of Mount Vernon and Burlington entered into an agreement with Snohomish County Public Defenders Association (SCPDA) to provide Public Defense auditing services. For Council consideration is an extension to that agreement. As a contractual partner with Burlington and Mount Vernon for other Public Defense agreements, this 12-month extension extends auditing services to the city of Sedro-Woolley.

FINDINGS/CONCLUSIONS:

With the addition of Sedro-Woolley as another partner to the agreement, the portion of the monthly charge attributed to Mount Vernon is reduced from \$4,209 per month due in 2025 to \$3,850 per month for 2026. Attached is the audit report from SCPDA from October 2025 for Council review.

RECOMMENDATION:

Motion to approve the 12-month extension to the agreement with SCPDA for Public Defense auditing services.

ATTACHED:

SCPDA agreement
(o#h) ° ·
October 2025 SCPDA report

**PROFESSIONAL SERVICES CONTRACT
FOR PUBLIC DEFENSE AUDITOR**

THIS AGREEMENT, made and entered into between the City of Burlington and the City of Mount Vernon, hereinafter referred to as “Cities” and the Snohomish County Public Defender Association, a Washington non-profit corporation, hereinafter referred to as the "Contractor";

WHEREAS, the Cities desire to engage the professional services and assistance of a consulting firm to provide the services of a public defense auditor as a contractor;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of work.** The scope of work shall include all services and material necessary to accomplish the above-mentioned objectives in accordance with the Scope of Services that is marked as Exhibit A, attached hereto and incorporated herein by this reference.

2. **Duration of Contract.** This Contract shall be effective and services commence on November 1, 2024, and shall terminate on December 31, 2025, unless extended or terminated earlier. The Contractor shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approval.

2.1 Termination of Agreement. This Agreement is terminable only for cause defined as:

2.1.1 Material breach of the provisions of this contract which are not cured within thirty (30) days after the provision of written notice of breach by the Cities.

2.1.2 The suspension or loss of a license to practice law in the State of Washington or conviction for a felony of the Contractor’s designated service provider.

2.1.3 By the death, disability or resignation of the prime service provider.

2.1.4 By mutual agreement of all the parties hereto.

3. **Compensation.** The Cities will pay the Contractor provided hereunder as set forth in Exhibit B, attached hereto and by this reference made part of this contract.

4. **Services Provider.** Sara Ayoubi shall be the sole service provider. If a change is necessitated, a mutually agreed person will be designated as the service provider. The duties of the Auditor shall not be delegated without the express written consent of the Cities.

5. **Ownership and use of documents.** All research, tests, surveys, preliminary data and any and all other work product prepared or gathered by the Contractor in preparation for the services rendered by the Contractor under this Agreement shall be and are the property of the Contractor, provided, however, that:

A. All final reports, presentations and testimony prepared by the Contractor shall become the property of the Cities upon their presentation to and acceptance by the Cities and shall at that date become the property of the Cities.

B. The Cities shall have the right, upon reasonable request, to inspect, review and copy any work product during normal office hours. Documents prepared under this agreement and in the possession of the Contractor may be subject to public records request and release under Chapter 42.56 RCW.

C. In the event that the Contractor shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of the Contractor, along with a summary of work done to date of default or termination, shall become the property of the Cities and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost.

6. **Hold harmless agreement.** The Contractor shall hold harmless, indemnify and defend the Cities, their officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever including costs and attorney's fees in defense thereof, for injuries, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement or those of the Contractor's employees, agents, or subcontractors. PROVIDED HOWEVER, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Cities, their officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the Contractor's indemnity obligation hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

With respect to the Contractor's obligation to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims actions or suits filed against the Cities, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title, 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this agreement. This waiver is mutually negotiated by the parties.

The Contractor's obligation hereunder shall include, but is not limited to investigating, adjusting and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other legated duty by the Contractor, Contractor's employees, agents or subcontractors.

7. **General and professional liability insurance.** The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall be written with limits no less than two million dollars (\$2,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.
- D. Professional liability insurance in the amount of two million dollars (\$2,000,000).

Excepting the Worker's Compensation Insurance and Professional Liability Insurance secured by the Contractor, the Cities will be named on all policies as an additional insured. The Contractor shall furnish the Cities with verification of insurance and endorsements required by the Agreement. The Cities reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Contractor shall submit to the Cities a verification of insurance as outlined above within fourteen days of the execution of this Agreement.

No cancellation of the foregoing policies shall be effective without thirty days prior notice to the City.

The Contractor's professional liability to the City shall be limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is the greater, unless modified elsewhere in this Agreement. In no case shall the Contractor's professional liability to third parties be limited in any way.

8. **Discrimination prohibited.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status, liability for service in the armed forces of the United States, disability, or the presence of any sensory, mental or physical handicap, or any other protected class status, unless based upon a bona fide occupational qualification.

9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the Cities for any purpose. The Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

10. **Integration.** The Agreement between the parties shall consist of this document, the Scope of Services attached hereto as Exhibit A, and the Fee Schedule attached hereto as Exhibit B. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibits A or B, this Agreement shall control.

11. **Changes/Additional Work.** The Cities may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional

compensation for authorized additional services or materials. The Cities shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the Cities understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the Cities to pay for services rendered in excess of the Scope of Services in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

12. **Standard of Care.** Consultant represents that Contractor has the necessary knowledge, skill and experience to perform services required by this Agreement. Contractor and any persons employed by Contractor shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the schedules herein and in accordance with the usual and customary professional care required for services of the type described in the Scope of Services.

13. **Non-waiver.** Waiver by the Cities of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

14. **Non-assignable.** The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the Cities.

15. **Compliance with laws.** The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Contractor specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

16. **Notices.** Notices to the Cities shall be sent to the following address:

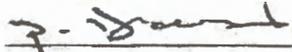
**City Administrator
City of Burlington
833 South Spruce Street
Burlington, WA 98233**

Notices to the Contractor shall be sent to the following address:

**Snohomish County Public Defender Association
2722 Colby Avenue, Suite 200
Everett, WA 98201**

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

CITY OF MOUNT VERNON

By: 
Mayor Peter Donovan

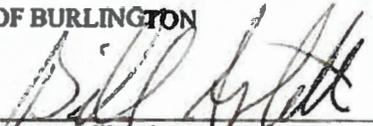
ATTEST/AUTHENTICATED:

By: 
City Clerk

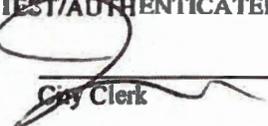
APPROVED AS TO FORM:
OFFICE OF SPECIAL COUNSEL

By: 
Drew Pollom

CITY OF BURLINGTON

By: 
Mayor Bill Aslett

ATTEST/AUTHENTICATED:

By: 
City Clerk

APPROVED AS TO FORM:
OFFICE OF SPECIAL COUNSEL:

By: 
Drew Pollom

PUBLIC DEFENSE AUDITOR

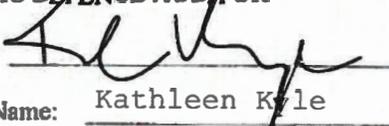
By: 
Print Name: Kathleen Kyle

EXHIBIT A

SCOPE OF WORK Public Defense Contractor

The Public Defense Contractor is responsible for quality assurance, quality control review, and assessment of the Cities' Public Defense System, as well as for recommending to the Cities remedial actions, training, funding adjustments, and other actions appropriate to maintenance of a robust Public Defense System, fully compliant with the Public Defense Standards adopted by the City Councils in February 2016, as such Standards now exist or may be amended. The Contractor shall also familiarize himself with the reports of the Public Defense Supervisor as well as the forms and systems which have been put into place.

The Contractor shall: 1-assess the performance of defense counsel, as described below; 2-work with the Public Defense Contract Administrative Assistant to improve City public defense procedures; 3-review and comment on the proposed public defense budget, 4-report to the Cities' Mayors, Councils and designated administrative authority about the status of public defense and public defense budgets, and 5-convene and facilitate discussion by key stake holders of how to establish a community court and diversion system. Such duties shall include, at minimum, the items listed below. Estimates of the time required to fulfill these duties are set forth in Section II below.

SECTION I DUTIES

A. Public Defense Providers: The Contractor serves as the evaluator of the services provided by the Cities Public Defense Providers. The Contractor is responsible for assessment of Public Defense Providers' adherence to the Standards adopted by the City as well as the constitutional obligations of defense counsel. The Contractor shall be familiar with the December 4, 2013 Memorandum and Decision in *Wilbur v. Mt. Vernon, et al.* The Contractor shall evaluate the Public Defense Providers, counsel and a consult with them regarding performance to the extent consistent with the Contractor's role, and report periodically to the Cities through their Contract Administrator and other city officials. The following list is illustrative and is not intended to limit the discretion of the Contractor to evaluate and promote a robust public defense system which complies with the Cities adopted Standards and state and federal constitution. The Contractor will document any violation of the Standards and contract as well as all reviews, evaluations and assessments referenced below.

1. Timely and confidential client meetings. Evaluate whether Public Defense Providers are making contact, either in person or by phone, in a confidential setting with each new client within seventy-two (72) hours of appointment. The Contractor will review the reason(s) documented by the Public Defense Provider for any failure and whether an opportunity for confidential communications occurred prior the client's first court hearing.

2. Performance of certain tasks during the first client meeting. Evaluate

whether the Public Defense Providers perform the following tasks when they first meet with the client:

- (a) Advise the client of their right to jury trial and their right to a speedy trial;
- (b) Advise the client of the elements of the charge and that the prosecutor must prove each element beyond a reasonable doubt to obtain a conviction;
- (c) Advise the client of the right to present a defense;
- (d) Advise the client that it is solely the client's decision whether to accept or reject a plea offer; and
- (e) Discuss with the client any potential witnesses or avenues of investigation.

3. Evaluation of the client's competency and needs. Evaluate the Public Defense Provider's first contact with clients, and whether the Public Defense Providers are determining if each client:

- (a) Appears competent to proceed with the court process;
- (b) Has a sufficient literacy level to understand written court documents such as the guilty plea form and sentencing orders;
- (c) Needs an interpreter; and
- (d) Is a non-citizen in need of expert immigration advice.

4. Appropriate response to information provided by client. Evaluate whether the Public Defense Providers are responding appropriately to information provided by the client and discovery obtained in each case, including pursuing additional discussions with the client, investigations, medical evaluations, legal research, and other appropriate responses as suggested by the circumstances.

5. Client communications and complaints. The Contractor shall review Public Defense Provider's adherence to the policies established by the Public Defense Supervisor for responding to all client contacts and complaints (including jail kites), as well as the length of time in which a response must occur. The Contractor shall review disposition of client complaints by the Public Defense Providers. Unresolved complaints shall be addressed in accordance with the policy created by the Public Defense Supervisor.

6. Use of interpreters, translators, investigators, and other available resources. Evaluate whether the Public Defense Providers are appropriately using interpreters, translators, investigators and other resources. Review the use of these resources.

7. Role of advocate in courtroom. Evaluate courtroom proceedings to ensure that the Public Defense Providers are fulfilling their role as advocates before the court on the client's behalf.

8. Full advisement and options. Evaluate whether the Public Defense Providers are fully advising clients of their options regarding possible dispositions, including information on treatment services, any options for less onerous disposition based on treatment, explanation of plea offers, the consequences of a conviction, the conditions that are normally imposed at sentencing, any applicable immigration consequences, and any other consequences about which the client expresses concern.

9. Adequate record keeping. Evaluate whether the Public Defense Providers are complying with contract terms regarding the maintenance of contemporary records on a daily basis and providing the reporting required by contract.

10. Evaluate appropriate allocation of cases. Evaluate whether cases are being allocated to each Public Defense Service Provider in consideration of existing workload, the seriousness of the charges, any factors that may make a case more complex or time consuming, and the attorney's experience level.

11. Review of Public Defender's Files. Select and review randomly chosen files from each Public Defender to ensure that the necessary tasks are being performed and documented, with appropriate time spent on each task. Review shall be of "de-identified" files in a manner which fully acknowledges and preserves the attorney/client privilege. No client file, however, de-identified, shall be reviewed if the client fails to consent to review of his or her file. A system to document the client's consent or refusal of review shall be created.

12. Report of Data. Review the reports of Public Defense Providers to ensure compliance with the Standards and Contract. Review reports to assure that they are being provided in accordance with the reporting system established by the Public Defense Supervisor.

B. City Public Defense Contract Administrator: The Contractor shall meet with the Cities' Contract Administrator to review the Cities' public defense procedures, including assigning cases to the conflict counsel panel, recruiting, evaluating and retaining a qualified and robust conflict counsel panel, and receiving and reviewing complaints regarding the Cities Public Defense System and counsel.

The Contract Administrator and Contractor shall review at least quarterly the closed case reports filed by the Cities' primary public defense firm, the hours spent on each case and in total, and the disposition of each case.

The Contract Administrator and Contractor shall review reports filed monthly by the Cities' primary public defense firm which reports shall detail the number of cases assigned to the firm and individually to each attorney and, (redacted of client identifying information), work done by staff investigators and attorneys, detailing jail visits, legal research, investigation, client

meetings, and other information contained in the reports now provided by the firm to the Cities.

The Contract Administrator and Contractor shall review and comment on the procedures for soliciting Requests for Qualifications (RFQs) for public defense services and the procedures for assessing any request to extend an existing public defense contract.

The Contractor will provide to the Contract Administrator and City Administrators the Contractor's assessment of whether the Cities' Public Defense System (a) provides actual representation of and assistance to individual criminal defendants including reasonable investigation and advocacy, and where appropriate, adversarial testing of the prosecutor's case and (b) complies with all provisions of the Public Defense Provider's Contract and the Cities' Standards. Whenever improvement is required, the Contractor should meet with the Contract Administrator and City Administrators to advise how the Public Defense Providers' services and the Public Defense System can be improved.

The Contractor shall be available to consult with the Contract Administrator regarding issues related to public defense services or issues that may affect public defense services that may arise during the year.

C. Budgets: The Contractor shall be provided with the adopted public defense budget for the year in which he/she is appointed, and with a report of the prior year's adopted budget vs. actual expenditures, in time for the Contractor to provide timely and meaningful recommendations about the proposed public defense budget for the following year. The Contractor's recommendations shall be provided in writing to the person each City timely identifies as responsible for development of the proposed budget. That City employee shall meet and confer with the Contractor about the Contractor's recommendations.

D. Reports to City Administrators and Elected Officials: On or about April 1 and October 1 of each year, the Auditor shall report in writing to the Mayor, City Council, and designated City Administrators regarding the Public Defense System, in light of the Public Defense Standards.

The Reports shall be specific to each City and shall include a summary of the Auditor's observations of defense counsel, evaluation of reports filed by the defense firm and conflict counsel; discussion of the impact of the budget, and evaluation of procedures for any RFQ for public defense services or extension of an existing contract contemplated by the Cities.

The Reports shall assess the performance of the Cities' Public Defense Contractors and address any impediments to the delivery of public defense services in the City's Criminal Justice System, including screening and court procedures.

The Reports shall detail the impact of actions taken by other participants in the Criminal Justice System (for example changes in filing practices or jail operations), upon the delivery of public defense services.

The October Report shall review the proposed public defense budgets in light of the

Cities' projected public defense caseloads; and include recommendations related to the Cities' public defense and criminal justice systems, including appropriate changes, if any, to the Public Defense Standards.

If at any time during the year the Auditor has concerns about the City Public Defense System or the impact of a policy on public defense, he or she shall raise the issue in advance of the April and October Report dates.

E. Projects Impacting Public Defense and Criminal Justice Systems. Recognizing that the primary function of the Auditor is monitoring the provision of public defense services, the Public Defense Auditor may be asked to convene and facilitate discussion of projects relating to the Criminal Justice System which impact the provision of Public Defense Services. As an example, the Cities may ask the Auditor to convene and facilitate discussion of how to establish a Community Court and diversion program for the Cities

SECTION II TIME REQUIRED

A. Introduction.

Attorneys in the public defense system for the Cities of Burlington and Mount Vernon represent 1200-1600 indigent clients per year. Public defense attorneys must appear in three physically separated courts: the Mount Vernon Municipal Court, the Burlington Municipal Court, and the Skagit County District Court (located in the Skagit County Jail building). Few if any opportunities now exist for the Cities' stakeholders--police, jail, court, prosecution, public defense, county probation, and ordinary citizens--to discuss and act on systematic criminal justice issues, such as court scheduling and the new Skagit County jail. Discussion with the courts is a challenging part of the Auditor's role.

The Public Defense Auditor will assess the quality of the public defense systems of the Cities of Mount Vernon and Burlington on an ongoing basis, including assessment of information reported by the primary public defense provider and by conflict panel attorneys. In addition to assessing the quality of public defense, the Auditor should be a bridge between stakeholders and provide a public defense perspective on systemic criminal justice issues.

B. Duties and time estimates.

The Auditor's duties, as described in Section I of this Scope of Work, include review of unresolved complaints and disposition of resolved complaints, assist in resolution of complaints, in-court observation of attorneys from the office of the primary defender and a six to eight attorney conflict panel, review of case information reported by primary provider and conflict attorneys, recommendation of measures to address systematic issues, the impact of systematic changes by others in the criminal justice system (e.g. jail or court scheduling), budget review and comments, and two written reports each year. The time demands of the Auditor's work will vary and the following time estimates are conservative:

Review monthly primary defender reports and consult as needed	.5 day/month
Review quarterly Conflict Counsel reports with PDAA, consult with conflict counsel as needed Estimated 1 day/quarter-averaged to .33/month	.33 day/month
Review closed cases and monthly check in with primary defender	.5 day/month
Observe combination of primary defender and conflict panel attorneys on out of custody calendars, in custody calendars in the jail, motion calendars, trials, consult with attorneys and primary defender supervisor	1.5 day/month
Obtain transcripts of court proceedings trials, review with attorney and supervisor.5day/month	.5 day/month
Consult with defenders regarding comments, both resolved and unresolved complaints and follow up, as needed	.5 day/month
Consult with PDAA on issues that arise, e.g. jail access, recordings, and observe screening and appointment process	.5 day/month
Review public defense budget, including budget for primary provider and conflict counsel, expert services ordered by the court, PDA cost, prior year budget to actual. Estimated 2 days per/year	1.5 hrs/month*
Write April report for each City, which must include summary of work, observations and recommendations Estimated 2 days/year	1.3 hrs/month*
Write October report for each City, which must include comments/analysis and recommendation on proposed public defense budget in light of past expenditures, case projections and potential impacts on public defense system of changes in the justice system. Report to City Councils. Estimated 3 days/year 1.5hrs/month*	1.5 hrs/month*
Consult with PDAA generally e.g. conflict counsel recruitment, retention, applications, meeting with new applicants at their offices, miscellaneous public defense issues Estimated 1.5 day/ year	1 hr/month*
Review PDAA work for adherence to procedures, discuss conclusions and recommendations with PDAA. Estimated half day per quarter, two days per year.	1.33 hr/month*
Subtotal known average time/month 6.48day/month	6.48 day/month
Discuss with City representatives about systematic issues such as: establishment of a community court and diversion system, configuration of Mount Vernon courtroom to provide space for confidential communication, remodel of Burlington Municipal courtroom contemplated by City of Burlington, impact of new Skagit County Jail now under construction, future issues such as client survey 1day/month	1 day/month
Total Estimated Monthly Average	7.48 day/month

*Estimate of hours per month is total time needed, for example two days, to write April report, divided by months of the year to arrive at an average number of hours per month, though the total time will probably be spent in a single month. The monthly average hours totaled, divided by 8 hours/day are included in estimated monthly total days. If the Cities ask the Auditor to convene discussion of how to establish a community court and diversion system, the Auditor and Cities will review the duties, time estimates and compensation to assure that the primary duty of the Auditor for quality assurance, quality control review and assessment of the Public Defense System is not negatively impacted.

Please note that this estimate of the time required does not include travel time either to the Cities or between the Courts nor office administrative time.

EXHIBIT B

COMPENSATION

In consideration for the services provided under this contract, the Cities agree to pay the Contractor as follows: 11/01/2024 to 12/31/2024 at a rate of \$5,767.00 per month; 01/01/2025 to 09/30/2025 at a rate of \$ 6,078.00 per month, and 10/1/25 to 12/31/25 at a rate of \$6,378.00. Payment will be made by Cities upon submission of monthly vouchers by the Contract.

The Cities will pay the Contractor for travel outside of Skagit and Snohomish Counties and other extraordinary expenses necessitated by the work under the contract. The contractor shall submit an invoice to the cities for any such expenses incurred.

**AMENDMENT TO CONTRACT
FOR PUBLIC DEFENSE AUDITING SERVICES**

WHEREAS, the Snohomish County Public Defender Association ("Contractor"), a Washington non-profit corporation, has contracted with the Cities of Mount Vernon and Burlington (hereinafter "Cities") for public defense audit services pursuant to a contract ("Contract"), which will expire on its own terms on December 31, 2025, and

WHEREAS, since entering the Contract, the Cities have executed an Interlocal Agreement pursuant to Chapter 39.34 RCW with the City of Sedro-Woolley for the shared provision of public defense services; and

WHEREAS, the parties desire to add the City of Sedro-Woolley to the Contract who shall assume all of the same rights and obligations as the Cities; and

WHEREAS, the Contract permits the parties to extend or amend the Contract by agreement of the parties, and

WHEREAS, the parties wish to extend the current Contract for another calendar year; and

WHEREAS, the parties now wish to execute this addendum to the Contract ("contract amendment").

NOW THEREFORE, in consideration of the mutual benefits to be derived and the promises set forth herein, the City and the Contractor agree as follows:

1. Adding the City of Sedro-Woolley as a Party to the Contract. The underlying Contract for public defense audit services is now amended to include the City of Sedro-Woolley as a party and signatory. The City of Sedro-Woolley agrees and affirms that it assumes the same rights, obligations, and liabilities as the cities of Burlington and Mt. Vernon within the Contract. The parties also agree that any mention of the term "Cities" in this contract amendment and the

underlying Contract will include, by reference, the City of Sedro-Woolley. A copy of the underlying Contract is attached to this addendum as Exhibit A.

2. Contract Extension. The underlying Contract between the parties to provide for public defense audit services is hereby amended to extend the term of the Contract to December 31, 2026.

3. Compensation. The parties agree that Exhibit B of the underlying Contract shall be amended to provide that the Cities shall pay the Contractor at a rate of \$7,076 per month, with each City being responsible as follows:

City	Cost
Mount Vernon	\$3,850.00
Burlington	\$1,995.00
Sedro-Woolley	\$1,231.00
Total	7,076.00

Payment will be made by the Cities upon submission of monthly vouchers by the Contractor.

4. Underlying Contract. Except for the provisions expressly set forth herein, the underlying Contract between the parties is hereby incorporated and remains in full force and effect between the Cities and the Contractor.

5. Effective Date. The effective date of this contract amendment shall be January 1, 2026.

SIGNATURES ON THE NEXT PAGE

CITY OF MOUNT VERNON

By: _____
Mayor Peter Donovan

ATTEST/AUTHENTICATED:

By _____
City Clerk

CITY OF BURLINGTON

By: _____
Mayor Bill Aslett

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CITY OF SEDRO-WOOLLEY

By: _____
Mayor Julia Johnson

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

OFFICE OF SPECIAL COUNSEL FOR MOUNT VERNON, BURLINGTON, AND SEDRO-
WOOLLEY:

By: _____
Drew Pollom

PUBLIC DEFENSE AUDITOR

By: _____

Print Name: _____

Memorandum

To: Steve Sexton, Bill Aslett

From: Sara Ayoubi

October 17, 2025

Re: Public Defense in Burlington & Mount Vernon

1. Review

SCPDA entered into a contract with the cities to provide public defense audit services beginning in November 2024. The stipulations in the contract outlined producing two reports, one in April and one in October. A request was made for a preliminary report in January and one was submitted at that time. This memo serves as the October report.

As outlined in the contract, my main responsibilities are (1) quality assurance (2) quality control review (3) assessment of the public defense system and to make recommendations to the cities for remedial actions, training and funding adjustments.

Since my last report, I observed Mount Vernon and Burlington court calendars in-person as well as through zoom on 2/4/2025, 2/5/2025, 2/11/2025, 2/24/2025, 3/5/2025, 3/25/2025, 4/22/25, 5/7/2025, 5/20/2025, 6/10/2025, 6/24/2025, 7/8/2025, 7/22/2025, 8/12/2025, 9/30/2025 (interpreter calendar, community court, arraignment, pre-trial, and in-custody jail calendar). Over the course of the last 8 months, there have been significant changes in the provision of public defense services for the cities of Mount Vernon and Burlington, which will be discussed in more detail below.

2. Public Defense Contractor Transition

a. Mountain Law

As noted in the previous report, there were financial issues, chronic understaffing and an overall lack of training or development of the attorneys and staff at Mountain Law during my observation of the firm. This was communicated to the cities in emails as well as in meetings with Greg Young and Steve Sexton.

Shortly thereafter, it became clear that neither Mountain Law nor the cities were going to continue their contractual relationship past their existing timelines and a transition plan was needed.

Beginning in February, I assisted the cities with their Request For Quote process and provided recommendations to comply with Indigent Defense Standards as well as best practices for financial oversight of a new firm. I supplied the cities with a Washington State Association of Counties workbook and data analysis. Over the next several months, I corresponded with both Mr. Young and Mr. Sexton as they drafted their Request for Quote. A final Request for Quote was published in April and review of the four submittals began in May. Throughout this time, I stayed in regular contact with the cities and assisted in their bid review process. By June, two main bidders remained as the cities continued their vetting process.

On June 9th the Washington Supreme Court [issued an Order](#) on caseload standards the Court adopted for indigent criminal defense services. The Supreme Court order deviated

significantly from the standards that had been adopted by the Washington State Bar Association (“WSBA”) and they proposed a ten-year implementation period instead of the three-year plan proposed by the WSBA. Prior to this, the cities and myself had been operating on the financial assumption of a three-year implementation period and had to pivot to adjust to this new development. We discussed these revised figures and changes throughout June. A final contract was formalized at the end of June with North County Public Defense (“NCPD”) as the winners of the process. It was anticipated that North County would take over public defense services beginning in July.

In the run up to the new firm taking over, things were deteriorating at Mountain Law. One attorney went on FMLA beginning on February 25, and there was no plan to provide coverage for their clients while they were out, and instead the burden shifted to the remaining attorneys. This was problematic because the firm was already understaffed. As news spread that Mountain Law was not going to continue to contract with the cities, the remaining attorneys started to look for other jobs. Support staff also left due to the deteriorating work environment. By May, there were only three attorneys left to provide representation to the cities and by the end of June, only two attorneys and one staff person. In June, Maria Funk, the Organizational Associate for Public Defense reached out to conflict counsel to provide emergency back-up coverage for several calendars, which many of them did. It was through their efforts and cooperation that the cities avoided a potentially dire situation. I, myself, witnessed an arraignment hearing where no public defender was present. The judge proceeded and both the judge and the prosecutor took precautions to

preserve the defendants' rights in the absence of counsel being present. This is just a window into the state of public defense services when NCPD took over in July.

b. North County Public Defense

NCPD began providing public defense services for the cities July, and the managing attorney, Mr. Jason Smith, has been actively recruiting and training new attorneys since that time. He has essentially had to build a new law firm, with only one prior Mountain Law employee transitioning into his firm, Richard DeMaurice.

I observed court more actively during the earlier part of this year as I evaluated the services provided by Mountain Law. As North County Public Defense transitioned to take over in July and August, though I observed court, it was through a different lens. There is a natural buildup when a firm is taking over a new contract and a ramp up period as a firm hires and trains new attorneys. By my first court observation of NCPD lawyers on July 8, there were two new attorneys present, as well as Mr. DeMaurice. Things were chaotic and there wasn't much actual legal representation occurring as everyone was trying to figure out what to do with their new caseloads. There was not any formal training happening as the priority appeared to be having enough lawyers to simply appear for the hearings, even if they were not fully versed on what was happening.

However, over the course of August and September, NCPD has hired more attorneys and appears to be almost fully staffed. They are beginning regular Friday trainings for the group and the flow in the courtroom continues to improve. In October, two NCPD attorneys

attended a three-day Washington State Office of Public Defense training, and I will be providing the office with a “client files best practices” training at the end of October 2025.

Despite this progress, there are still continued challenges as the firm has essentially had to start from scratch. There was no cross-over file sharing or training between the two firms (Mountain Law and NCPD). NCPD had to build their database from scratch and has a backlog of filings and data entry to get caught up on. Their new offices are still under construction but almost operational for in-person client visits, which they hope to begin in October. Prior to that, meetings were happening in court and over the phone. Though this practice is sufficient as a stop gap, it is agreed that once NCPD offices are ready, the expectation will be that attorneys will meet with their clients in person.

3. Ongoing Issues

a. Monitoring Staffing at NCPD

It will be important to continue to monitor staffing at NCPD and assess whether Mr. Smith is providing the necessary resources (attorneys and legal support staff) per the contractual agreement. He has been building this up over the last few months, but given that Mr. Smith has other contracts unrelated to the cities, it will be important to make sure that resources are not being pulled from Mt. Vernon and Burlington to cover other legal needs. To assist with hiring, I have connected Mr. Smith with some colleagues in the legal community to assist with his future recruitment efforts.

b. Data Collection

Collecting data has been a challenge. Mountain Law was unable to provide me with any concrete data on their caseloads throughout my time auditing them. I have renewed a data collection request with NCPD and hope to begin it for the month of October. The main areas assessed will be the following:

- ii. Number of cases closed
- iii. Number of investigations filed
- iv. Number expert funds requested
- v. Number of cases that resolved by Plead Guilty as Charged (PGAC cases)
- vi. Number of cases with reduced dispositions
- vii. Number of trials
- viii. Number of motions filed
- ix. Number of dismissals
- x. Number of warrants issued

c. Community Court Observations

Community Court provides an alternative path for individuals charged with crimes in Mt. Vernon and Burlington. While this therapeutic court offers many benefits, I have some concerns about the process of how individuals “opt-in” the program. First, when a person is in court for their initial court appearance, usually an arraignment, and they are presented with the opportunity to enter the community court program, they have not had a meaningful opportunity to consult with an attorney. Though there is an attorney staffing the arraignment calendar, that lawyer cannot meet with the client in a private setting, they have not reviewed the evidence to determine any legal issues or the strength of the case, and

any advice is limited to a first appearance hearing, not whether this defendant should waive their constitutional rights to enter this program because (2) there is no access to discovery at arraignment. This is problematic for many reasons, but in this context, specifically that individuals are not being afforded an opportunity to review the legal information or discovery that is being alleged by the city prosecutor. When a person “opts-in” at arraignment, they are doing so blindly. They don’t know if there are legal issues with their case that could present other avenues for resolving the case, oftentimes, they aren’t even fully aware of the facts that have led to the court hearing. (3) Though the court will provide the defendant the opportunity to “think about” whether they want to “opt in” the program, from my observations, there is also quite a bit of pressure for the individual to consider the program, which is all the more encouraged by having the individual participate in an assessment with the community court counselor who is often present and speaks with the individual. And again, this is all happening before the defendant has even reviewed a police report or had a meeting with their attorney. While this community court may intend to promote rehabilitation, if the program entry requires waiving constitutional rights before well-considered legal counsel, then the voluntariness of program participants is compromised. A fair system must ensure participation is voluntary and informed

d. Conflicts & Complaints Process

This has been a transitional year for public defense for the cities, and it will be important that now that a new firm is in place to hone in on external processes that provide accountability and ethical oversight for individuals facing charges. This includes identifying consistent conflicts check process for the cities to administer as well as a complaints

process. These are issues I have yet to address with NCPD but will continue to work on with them in the future.

D. Conclusion

The cities have successfully guided a transition from one public defense provider to a new one. This is no small feat. Looking ahead, there is still much work to be done for the new firm to fulfill their obligations and provide the representation the residents of these communities are entitled to under the Constitution. I have been communicating with Mr. Smith regarding data reporting and case file analysis (which I will begin this month). From the beginning of his transition, I indicated that July, August and September were a “grace period” of sorts as they got their bearings, but that beginning this month, I would start delving deeper into their work and review their case files on a more regular basis.



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Jennifer Berner, Director
SUBJECT: ILLUMINIGHT WINTER WALK STREET CLOSURE REQUEST

RECOMMENDED ACTION:

Staff recommends Council approve the Street Closure Request for the 2026 Illuminight Winter Walk.

INTRODUCTION/BACKGROUND:

The 12th Annual Illuminight Winter Walk, hosted by Mount Vernon Parks and Recreation, is an annual free event celebrating local community, wellness, conservation, and art. The event features the works of local luminary artists, and invites individuals to make and bring their own luminaries. A procession down South 1st Street will bring participants and artists together to display their luminaries in the dark of night.

FINDINGS/CONCLUSIONS:

For the safety of all participants and spectators, we request the closure of South 1st Street from West Montgomery Street to West Kincaid Street, West Montgomery Street from Main Street to South 1st Street, West Gates Street from South 2nd Street to Main Street, Myrtle Street from Main Street to South 1st Street, and Pine Street from Main Street to South 1st Street on Friday January 30 from 4pm to approximately 7pm. All streets will be opened upon conclusion of the parade, around 7pm.

RECOMMENDATION:

Staff recommends the approval of the Street Closure Request for the 2026 Illuminight Winter Walk.

ATTACHED:

Street Closure Map

**Illuminight Winter Walk
2026 Road Closures**



-  TRAPPED CARS
-  NO PARKING SIGNS
-  POLICE
-  STAFF



DATE: January 28, 2026
TO: Mount Vernon City Council
FROM: Steve Sexton, Development Services Director
SUBJECT: Approval of Brad Windler nomination for the Mount Vernon Planning Commission

RECOMMENDED ACTION:

Approval

INTRODUCTION/BACKGROUND:

Mayor Donovan has received an application from Brad Windler to fill a recent vacancy on the Mount Vernon Planning Commission. Mr. Windler's qualifications as a planner, combined with his experience in public transit, he brings a complementary skill set to the Planning Commission.

FINDINGS/CONCLUSIONS:

N/A

RECOMMENDATION:

Motion to approve the nomination of Brad Windler to the Mount Vernon Planning Commission.

ATTACHED:

Planning Commission Application

Brad Windler

320 S 32nd Place Mount Vernon WA 98274 | 509-438-7046 | bwindler@msn.com

Dear Mayor Donovan,

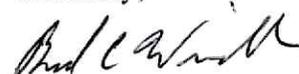
I am writing to you to express my interest in serving on the Mount Vernon Planning Commission. My education coupled with my experience in the public transportation industry aligns well with the mission of Mount Vernon Planning Commission.

I currently serve as the Planning and Outreach Manager for Island Transit of Island County. I have been working as a planner in public transportation for over 21 years. Throughout my career, I have stood out as someone who excels at communicating with both internal and external stakeholders. Clear communication has been one of my strengths. I understand that communication is not just about what you say, but also understanding what others are saying using both verbal and nonverbal means. In transit, I have served in a variety of roles, such as project manager, Co-Chair of internal committees, and as the liaison to Citizen Advisory Committees. I have received input and recommendations from various stakeholders encompassing an array of perspectives. This input is considered as I create presentations and proposals, develop clearly articulated goals and objectives, and facilitate the building of consensus.

Working collaboratively with others is an essential skill to produce successful outcomes for any public agency. As a resident of Mount Vernon, I understand the importance of various neighborhoods and business perspectives in the city. My background as an urban planner enables me to understand some of the forces that are driving the regulatory requirements affecting the city such as the guidance for the new comprehensive plan the city is developing.

It is my hope that I can serve as a translator of sorts helping the city/commission understand needs of the residents. While also effectively communicating the goals of the city/commission to the citizens and businesses of our community. Given the values and goals of our community, I am certain that I would make a valuable contribution to the Planning Commission. I look forward to meeting with you in person to discuss both this volunteer position and my qualifications in greater detail. Thank you in advance for your time and consideration.

Sincerely,



Brad C. Windler



City of Mount Vernon Planning Commission Member Application

(360) 336-6214 or ds@mountvernonwa.gov

New Member Contact Information

Name: Brad Windler _____ Date: 11-23-2025 _____

Home Address: 320 South 32nd Place _____ City/State/Zip: Mount Vernon, WA 98274 _____

*Must be within City Limits of Mount Vernon

Mailing Address (if different) _____

Home Phone: _____ Work Phone: 360-929-7844 _____ Cell Phone: 509-438-7046 _____

E-mail Address: Bwindler@msn.com _____

Employer: Island Transit _____ Occupation: Planning & Outreach Manager _____

Education/Volunteer Experience: BA Political Science- Purdue University, MS City & Regional Planning- Rutgers University, American Institute of Certified Planners, American Planning Association _____

New Member Background Information (attach additional sheets if necessary)

Do you have a connection with land use or community planning?

As a professional planner, I have a keen interest in the development of comprehensive plans, zoning rules, and other associated aspects of the development of the City of Mount Vernon. My work at a transit agency regularly exposes me to how land use decisions can affect a city in a variety of ways.

What skills, knowledge and approach would you bring to the Mount Vernon Planning Commission?

My experience as a planner and resident of Mount Vernon will allow me to see how a community develops its goals and also understand the impacts of those goals on our city. I hope that my background can help me communicate the activities of the planning commission effectively to the community and to communicate the community's desires to the elected officials and staff at the city.

Specify your main area of interest (if any, feel free to select more than one):

X Long-Range Planning: why? Development is rarely quick and often it occurs in conjunction with the development of infrastructure. I enjoy seeing how various factors in a community work together. _____

X Residential/Urban Planning: why? Housing is a significant issue for our community and state. The new requirements of the comprehensive planning process impose significant milestones on our city. Resolving this will greatly affect how our community moves forward. _____

Commercial/Industrial Planning: why? _____

Downtown Planning: why? _____

How would your involvement in the Planning Commission help to promote the goals, policies and objectives set for in the City's adopted Comprehensive Plan?

As both a resident and professional planner, I hope to serve as a bridge between the community and the city. Hopefully, I can help explain tough decisions and mitigate any of their less desired impacts.

References Not Related to Applicant

Name: Todd Iddings _____ Phone: 360-920-0956 _____ Relationship: Former Co-worker _____

Name: Selene Muldowney-Stratton _____ Phone: 360-547-3314 _____ Relationship: Co-worker and President of the Oak Harbor Chamber of Commerce _____

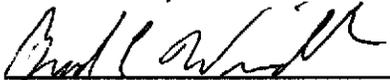
Any Other Relevant Information

Community Service Agreement

The undersigned volunteer understands the nature and content of their duties, and in consideration of being permitted to participate in the volunteer program, agree as follows:

1. To waive and release any and all claims for injuries or damages against the City of Mount Vernon, it's officers, agents or employees which may arise out of, or in any way connected with the manner in which the duties are conducted; and,
2. To defend, indemnify, and hold harmless the City of Mount Vernon, its officers, agents and employees, from any liability for damage or claims for damage for personal injury, including death, and property damage, which may arise out of or in any way be connected with the manner in which the duties of a planning commissioner are carried out.

I authorize the City of Mount Vernon, it's agents at the time of my application for volunteer, or anytime during my service, to verify the information contained in this application as it relates to the volunteer position. I certify my statements in this application are true, complete and correct to the best of my knowledge and belief. I understand any falsification or omission of information may bar me from continued volunteerism.

Signature:  _____

Date: 12-1-25 _____

*Email your **New Member Application** along with your **Letter of Interest** to mvmayor@mountvernonwa.gov or drop off/mail your information to the address below:

City of Mount Vernon
Attn: Mayor's Office
910 Cleveland Avenue
Mount Vernon, WA 98273



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Jennifer Berner, Director
SUBJECT: APPOINTMENT OF ARTS COMMISSION MEMBERS

RECOMMENDED ACTION:

Staff requests Council approval for the appointment of Linda Brookings and Damond Morris to the Mount Vernon Arts Commission.

INTRODUCTION/BACKGROUND:

Linda and Damond are both current Arts Commission Members, continuing for another 3-year term.

FINDINGS/CONCLUSIONS:

In accordance with the City of Mount Vernon ordinance Title 2 Chapter 2.97 – The Mount Vernon Public Arts Commission, Commissioners will be appointed for three-year terms. Commissioners may then be reappointed for additional three-year terms on a rotational basis.

RECOMMENDATION:

Staff recommends Council approve the appointment of Linda Brookings and Damond Morris to the Mount Vernon Arts Commission.

ATTACHED:

None



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Jennifer Berner, Director
SUBJECT: WESTERN DISPLAY FIREWORKS, LTD AGREEMENT

RECOMMENDED ACTION:

Staff recommends Council approve Mayor to enter into agreement with Western Display Fireworks LTD.

INTRODUCTION/BACKGROUND:

Western Display Fireworks LTD, has supplied the City with a fabulous firework show for many years, has submitted a proposal for a 2026, 4th of July fireworks display for a total of \$23,100.00. The Lodging Tax Fund will cover \$11,902 and the general fund (levy) will fund the balance, \$11,198.

Due to the painting of the Division Street Bridge, which will limit access to Edgewater Park, the 4th of July event for 2026 will convene at Riverwalk Park. The fireworks will be launched from Edgewater Park however the event focus will be on the east side of the river along the Riverwalk and Plaza. Staff are planning for a band to play on the plaza prior to the fireworks.

FINDINGS/CONCLUSIONS:

NONE

RECOMMENDATION:

Staff recommends Council approve Mayor to enter into agreement with Western Display Fireworks LTD for the purpose of providing a fireworks show for an Independence Day event in July 2026.

ATTACHED:

2026 Western Display Fireworks LTD Agreement



A TRADITION OF EXCELLENCE

Western Display Fireworks has been providing the finest in pyrotechnic productions for over 75 years. We are the oldest and largest aerial display fireworks company in the Northwest and are honored to be part of hundreds of events annually.

We offer custom designed fireworks displays for every budget, venue, and event type. We strive to make each display more spectacular than the last and never lose sight of our company commitment to the safety of our crew and spectators.

**WE WELCOME THE OPPORTUNITY TO BE
A PART OF YOUR CELEBRATION AND SHARE
OUR DEDICATION TO EXCEPTIONAL
CUSTOMER SERVICE.**

WESTERN DISPLAY FIREWORKS LTD

Portland • Seattle • Boise

P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • westerndisplay.com

PYROTECHNIC EXCELLENCE • SINCE 1948

COMPANY SAFETY EXPERIENCE

SAFETY We maintain an unparalleled safety record through ongoing pyrotechnician training and strict adherence to Federal DOT and ATF regulations, National Fire Protection Association (NFPA) and state statutes. We are committed to providing both the safest and most spectacular fireworks displays for our clients.

EXPERIENCE Our decades of experience and commitment to artistic design plus use of the latest technology, has made us the largest and most celebrated display fireworks company in the Northwest. We produce hundreds of shows annually for a wide variety of events. Here are just a few:

- TACOMA SUMMER BLAST ● SEAFAIR SUMMER FOURTH
- PORTLAND ROSE FESTIVAL ● ASTORIA WARRENTON 4TH OF JULY
- NEWPORT 4TH OF JULY ● MUKILTEO LIGHTHOUSE FESTIVAL
- SILVERDALE WHALING DAYS ● CITY OF BOISE 4TH OF JULY
- ST. PAUL RODEO—ST. PAUL, OR ● YAKIMA JULY 4TH CELEBRATION
- JOINT BASE LEWIS | MCCORD INDEPENDENCE DAY CELEBRATION
- CITY OF FEDERAL WAY—RED, WHITE AND BLUES
- SEASIDE'S OLD FASHIONED FOURTH OF JULY
- KO-KWEL CASINO FIREWORKS OVER THE BAY
- KUNA INDEPENDENCE DAY CELEBRATION—KUNA, ID
- SAN JUAN INDEPENDENCE DAY CELEBRATION
- ROCHE HARBOR RESORT AND MARINA INDEPENDENCE DAY
- WATERFRONT BLUES FESTIVAL—PORTLAND, OR
- ANACORTES FOURTH OF JULY CELEBRATION
- MELALEUCA FREEDOM CELEBRATION—IDAHO FALLS, ID
- CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION
- DIAMOND LAKE JULY 4TH CELEBRATION 100TH ANNIVERSARY
- HILLSBORO HOPS SEASON OF FIREWORKS
- ROCKAWAY BEACH FOURTH OF JULY

WESTERN DISPLAY FIREWORKS LTD

Portland • Seattle • Boise

P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • westerndisplay.com

PYROTECHNIC EXCELLENCE • SINCE 1948



WESTERN DISPLAY FIREWORKS LTD

Mount Vernon Parks & Enrichment
Fourth of July at Mount Vernon
July 4, 2026



Portland • Seattle • Boise



Fireworks Display Proposal Summary

City of Mount Vernon Parks and Recreation Department

Fourth of July at Mount Vernon

July 4, 2026

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington State Display permit application to be approved the local fire authority
- Pay Mount Vernon Fire Department permit/inspection fee
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide necessary mortars and firing equipment required to pre-load and fire the display

Portland • Seattle • Boise

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Mount Vernon Parks & Enrichment, City of
1717 S 13th Street
Mt Vernon, WA 98274

Event Date: 7/4/2026
Proposal #: 26-7946
Show Name: 4th of July at Mount Vernon

Quantity Description

- 1 SHOW OPENER
- 1 2.5" 36 shots mix peony & crackling 1/1 (double layer effect)
- 5 4" Colorful Chrysanthemum to Crackling
- 1 MAIN SHOW
- 1 THREE INCH SHELLS
- 10 3" Titanium Salute
- 1 3" (72) Crown Assorted Shells-A w/Tail (36 Effects (2 ea)
- 3" Blue Chrys w/ Blue Tail (2 ea)
- 3" Blue Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
- 3" Blue Peony w/ Red Pistil w/ Red Tail (2 ea)
- 3" Blue to Crackling w/ Green Tail (2 ea)
- 3" Brocade Crown w/ Strobe Pistil w/ Green Tail (2 ea)
- 3" Color Diadem w/ Blue Tail (2 ea)
- 3" Color to Crackling w/ Green Tail (2 ea)
- 3" Crackling Diadem w/ Blue Tail (2 ea)
- 3" Diadem Chrys. to Green w/ Green Tail (2 ea)
- 3" Diadem Chrys. to Red w/ Green Tail (2 ea)
- 3" Diadem Chrys. to Strobing w/ Green Tail (2 ea)
- 3" Dragon Eggs w/ Green Tail (2 ea)
- 3" Glittering Blue w/ Silver Tail (2 ea)
- 3" Golden Flashing w/ Silver Tail (2 ea)
- 3" Golden Peony w/ Crackling Pistil w/ Red Tail w/ Red Tail (2 ea)
- 3" Golden Wave to Blue w/ Silver Tail (2 ea)
- 3" Golden Wave to Color w/ Silver Tail (2 ea)
- 3" Green Chrys w/ Red Tail (2 ea)
- 3" Green Flashing w/ Blue Tail (2ea)
- 3" Green Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
- 3" Purple Chrys w/ Blue Tail (2 ea)
- 3" Purple Chrys. w/ Red Flower Core w/ Blue Tail (2 ea)
- 3" Red & Purple Glittering w/ Silver Tail (2 ea)
- 3" Red Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
- 3" Silver Wave to Green w/ Silver Tail (2 ea)
- 3" Silver Wave to Red w/ Silver Tail (2 ea)
- 3" Silver Wave to Yellow w/ Silver Tail (2 ea)
- 3" Variegated Willow w/ Silver Strobe w/ Green Tail (2 ea)
- 3" White Chrys w/ Blue Tail (2 ea)
- 3" White Flashing w/ Silver Tail (2 ea)
- 3" White Twinkling Chrys w/ Blue Tail (2 ea)
- 3" Yellow & Blue Chrys w/ Blue Tail (2 ea)
- 3" Yellow Chrys w/ Red Tail (2 ea)
- 3" Yellow Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
- 3" Yellow Peony w/ Purple Pistil w/ Red Tail (2 ea)
- 3" Yellow to Crackling w/ Green Tail (2 ea)
- 1 3" (72) Sunny Assortment Package RWB 2022
- 1 3" (72) Sunny Assortment Package A 2024
- 1 FOUR INCH SHELLS

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 26-7946

Quantity Description

- 1 4" Display shells Assortment 4 (18 effects per case)
- 1 4" assortment shells B 18/2
- 1 4" (36) Sunny Meteor Assortment
- 1 4" (36) Sunny Assortment Package B 2022
- 1 MID SHOW VOLLEY
- 1 1.2" 100 Shot Fanned Blue Tail to White Blink Willow (32 sec)
- 1 1.2" 140 Shot Fanned White Blink w/ Bouquet (20 secs.)
- 1 1.2" (100 Shot) Fanned Green Blink Bouquets & Whistle & Brocade Crown (25 sec)
- 1 1.2" 100 Shot Fanned Brocade King w/ Blue&White Blink Bouquet (30secs.)
- 1 1.2" 100 Shot Fanned Gold Tail to Gold Wave (40 Sec.)
- 1 200 shots four step five stage silver lion color crossette z 1/1
- 1 200 shots silver lion color scene z 1/1
- 1 200 shot four step five stage whistle color crackling z 1/1
- 1 2.5"36 shots color pistil brocade crown 1/1
- 1 2.5" 36 shots mix cake 1/1 (smile face/brocade crown blue / green glittering)
- 1 50 Shot 2" Mixed Color COLOR PEONY Red, Orange, Yellow, Green, Blue, w/Coconut Pistil w/Gold Glitter Mines
- 1 100 shot silver lion red blue crackling z 1/1
- 1 100 shots white glittering mine color glittering waterfall z 1/1
- 1 1.2" 100 Shot Fanned Gold Horse Tail (22sec)
- 1 GRAND FINALE 1
- 3 2.5" (36 Shot) Red Strobe / Blue Magic Peony / Titanium Salute (Duration: 28 Sec.)
- 1 GRAND FINALE 2
- 3 3" (25 Shot) Red Peony/ Blue Peony/ White Peony (Duration: 25 Sec.)
- 1 GRAND FINALE 3
- 2 3" Finale Chain (10) Red Peony, with red tail
- 2 3" Finale Chain (10) Blue Peony, with blue tail
- 2 3" Finale Chain (10) White Peony, with silver tail
- 5 3" Finale Chain (10) RWB peony (SALUTE)
- 2 4" Finale Chain (5) Red Peony, with red tail
- 2 4" Finale Chain (5) Blue Peony, with blue tail
- 2 4" Finale Chain (5) White Peony, with silver tail
- 1 MISC SUPPLIES
- 18 # 7200 Fusees
- 8 Safety Glasses
- 8 Earplugs
- 2 1" x 60yd Masking Tape - Roll
- 2 Rubber Bands (Bag of 350)
- 30 Match Fuse for Packing - By the Foot
- 5 Foil - Small

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on _____ by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Mount Vernon Parks & Enrichment, whose address is 1717 S 13th St, Mount Vernon, WA 98274 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2026 at Edgewater Park, 600 Behrens Millett Rd, Mount Vernon, WA 98273, as detailed in Proposal #26-7946, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY THREE THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$23,100.00) is to be paid as follows: 25% of the total price, \$5,775.00 is due by FEBRUARY 9, 2026; 25% of the total price, \$5,775.00 is due by JUNE 4, 2026; the remaining balance of the price, \$11,550.00, is due in full on or before July 14, 2026. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor to provide marine patrol to secure fallout zone from spectator craft.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement. The City of Mount Vernon shall be added as an additional insured on Western's Commercial General Liability policy with endorsement.

6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$5,775.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$11,550.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$23,100.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually

agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

- 15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
- 16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
- 17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
- 18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
- 19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before February 9, 2026.

Sponsor

Western Display Fireworks, Ltd.

By: _____

Its: _____

Date: _____

By: Brent Pavlicek

Its: Co-President

Date: _____

Attest

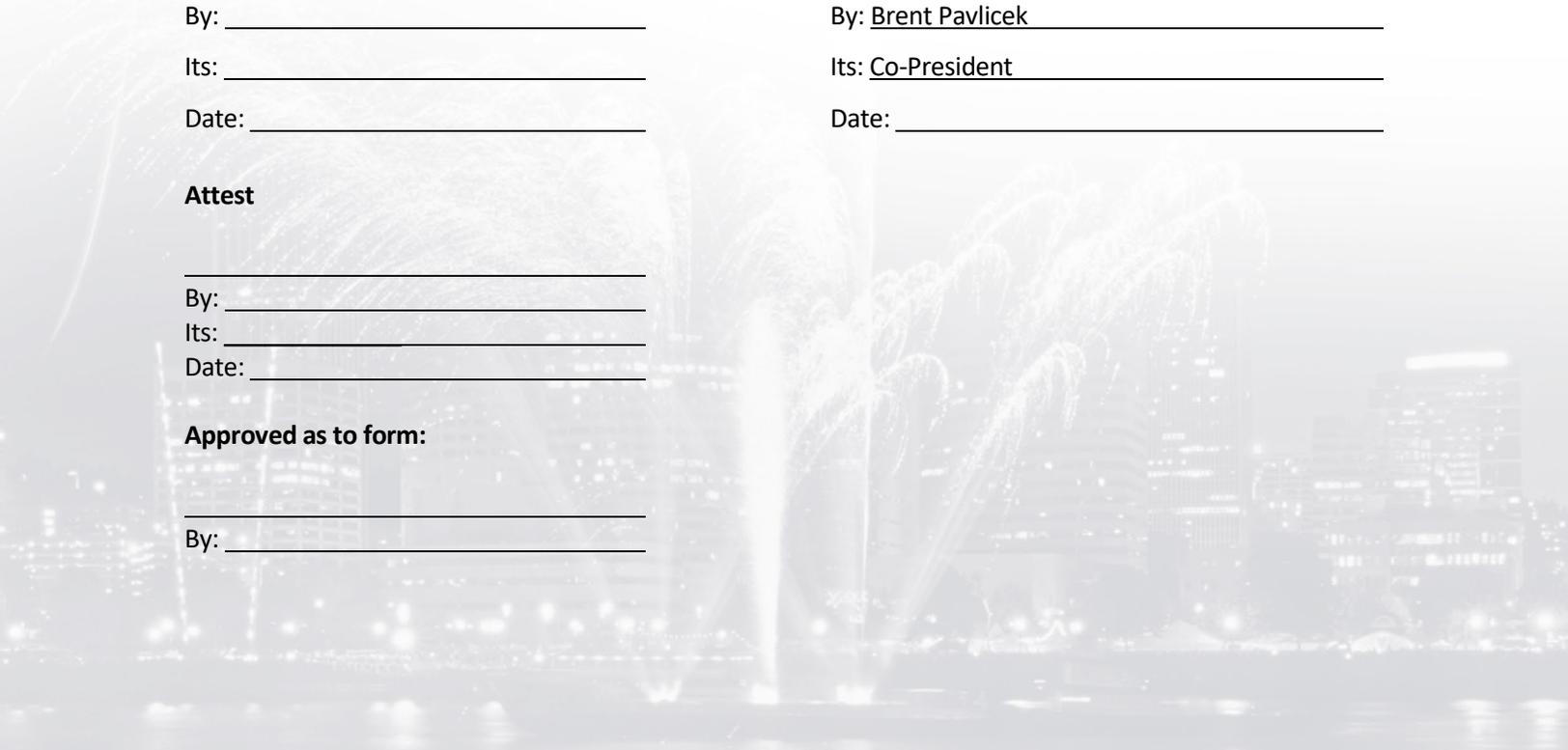
By: _____

Its: _____

Date: _____

Approved as to form:

By: _____

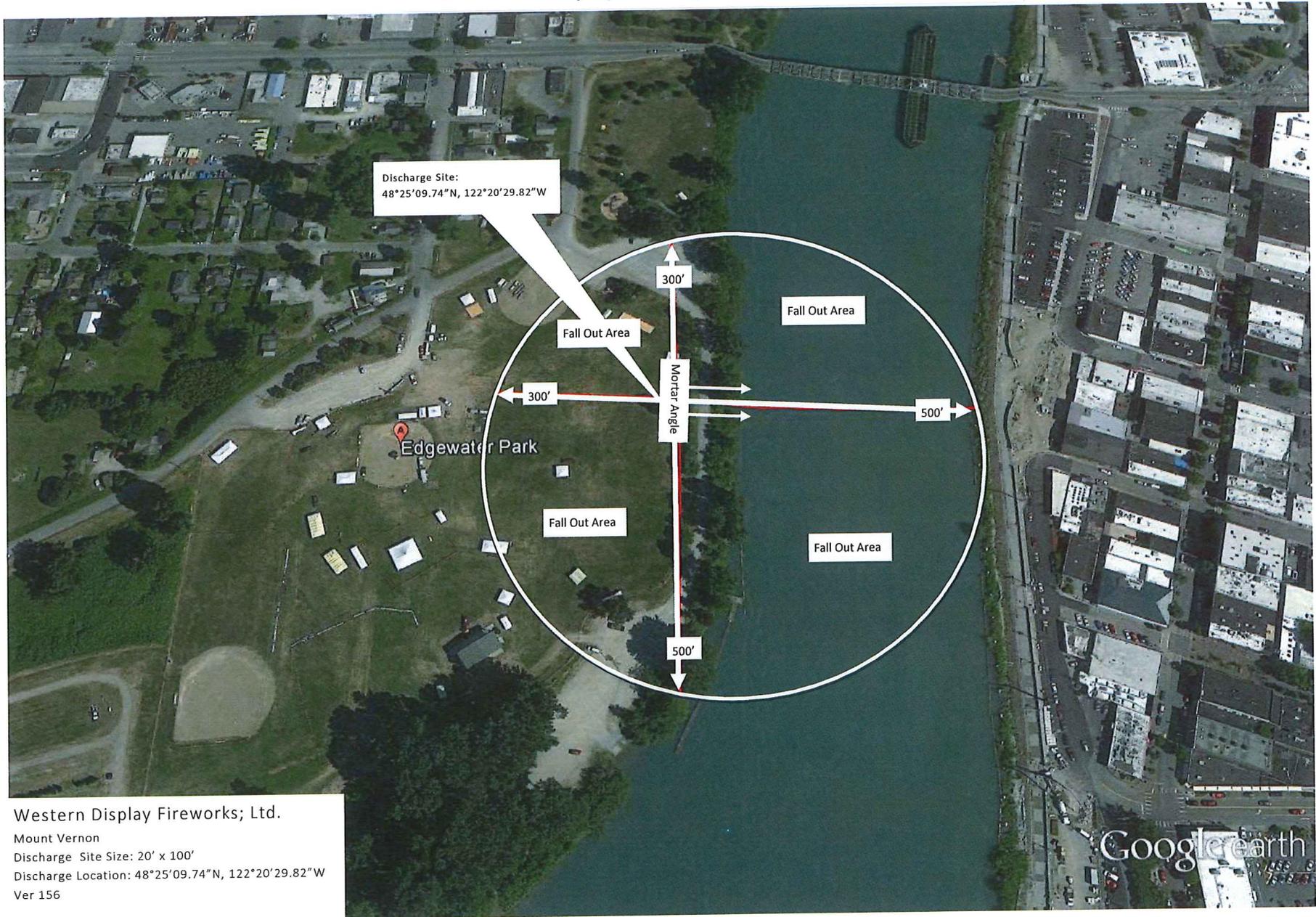


Its: City Attorney

Date: _____



Exhibit A – Display Site Map – Mount Vernon Parks & Rec



Western Display Fireworks; Ltd.
Mount Vernon
Discharge Site Size: 20' x 100'
Discharge Location: 48°25'09.74"N, 122°20'29.82"W
Ver 156



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100		FAX (A/C. No.): 216-658-7101	
	E-MAIL ADDRESS:			
INSURED Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	18234		INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A : Everest Indemnity Insurance Company	10851
			INSURER B : Everest Denali Insurance Company	16044
			INSURER C : AXIS Specialty Insurance Company	15610
			INSURER D : Chesapeake Employers Insurance Company	11039
			INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1691105396

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GCI0010117-251	1/15/2025	1/15/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GCD0010050-251	1/15/2025	1/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			P-001-000069176-07	1/15/2025	1/15/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			8025102	1/15/2025	1/15/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: July 4th, 2026

Display Site: Edgewater Park, 600 Behrens Millett Rd., Mount Vernon, WA 98273

Additional Insured per attached ECG 20 592 05 09

City of Mt. Vernon, it's Parks & Recreation Department, its agents, employees and officers.

CERTIFICATE HOLDER**CANCELLATION**

City of Mount Vernon 910 Cleveland Ave Mount Vernon WA 98273	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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INVOICE

1/7/2026



Bill to: City of Mount Vernon
1717 South 13th St.
Mount Vernon WA 98274

Attn: Mandy Rovegno

Phone: 360-336-6215

Fax: 360-336-6290

Email: MandyR@mountvernonwa.gov

Fireworks Proposal #	Date	Description	Amount
26-7946	7/4/2026	Fireworks Show 1st installment due 2/9/2026	\$5,775.00
Terms: 1st installment due 2/9/2026 Thank you in advance for your prompt payment!			Sub Total \$5,775.00
			Tax \$0.00
			Total Current Due \$5,775.00

Please make checks payable to:

Western Display Fireworks, LTD.

PO Box 932

Canby, Oregon 97013



~ We appreciate your business ~

* If you should have any questions regarding this invoice,
please contact our office at (503) 656-1999.



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Jennifer Berner, Parks & Recreation Director
SUBJECT: PURCHASE OF PARKS EQUIPMENT

RECOMMENDED ACTION:

Staff recommends Council approve the purchase of new equipment for the Parks Department.

INTRODUCTION/BACKGROUND:

Parks included in the levy budget \$60,000 for a new piece of equipment that would provide efficiency with ballfield maintenance and renovation and flexibility for other uses in the parks. The ABI Force Z-23 is a stand-on zero-turn machine for sports turf and landscaping maintenance, replacing manual labor with automated accuracy. Staff had the opportunity to demo this machine twice last year and was able to see how it will save staff time and improve ballfield maintenance and safety.

The ABI Force Z-23 will give the Parks Department the ability to maintain ball fields at a higher level providing safe, level, playable fields with greater efficiency. It has the ability to add various attachments to it providing multi-functionality for other maintenance tasks in the future. The initial attachments we will be purchasing focus on ball field and ground maintenance.

FINDINGS/CONCLUSIONS:

None

RECOMMENDATION:

Staff recommends City Council approve the purchase of a new AVI Force Z23 Ballfield Grader and Groomer machine for a total of \$59,793.28.

ATTACHED:

Equipment Quote
Sole Proprietary Letter
Information Sheet

Prepared For

CITY OF MOUNT VERNON
315 SNOQUALMIE ST
MOUNT VERNON, WA 982734226
(360) 419-3248

Prepared By

SERGIO PEDROZA
Pacific Golf & Turf LLC
1818 Bickford Avenue
Snohomish, WA 98290
spedroza@pacificgolfturf.com

Quote Id 1323632

Creation Date 20-Nov-2025

Expiration Date 30-Jan-2026

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
ABI Force Z-23 HLT Machine w/Aux Hydraulics, Laser Ready, & Tweels	\$54,957.06	1	\$54,957.06
Equipment Total			\$54,957.06

Quote Summary

Total Selling Price	\$54,957.06
Total Taxable Equipment Fees	\$0.00
Tax - (8.8%)	\$4,836.22
Sub-total	\$59,793.28
*Total Non-Taxable Equipment Fees	\$0.00
Rental Applied	\$0.00
Total Amount Due	\$59,793.28
Down Payment	\$0.00
Balance Due	\$59,793.28

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1323632
Customer CITY OF MOUNT VERNON

ABI Force Z-23 HLT Machine w/Aux Hydraulics, Laser Ready, & Tweels

QTY In Group : 1

Hours --- Selling Price
Serial Number \$54,957.06
Stock Number ---
PUK Parent Serial # ---

Equipment Summary

Code	Description	Qty	Adjusted Selling Price
1		1	\$0.00

Base / Options

Code	Description	Qty	Adjusted Selling Price
10-99245	ABI Force Z-23 HLT Machine w/Aux Hydraulics, Laser Ready, & Tweels	1	\$35,999.00
10-99029	Mini-Box Blade - Solid Edge (Sport Fields)	1	\$599.00
10-90232	Mini Scarifier Bar	1	\$599.00
10-90166	Vibraflex 5800	1	\$899.00
10-90253	Profile Blades	1	\$499.00
10-99136	Infield Lip Edger System	1	\$1,399.00
10-90410	½ Ton Roller (Requires 10-90449 200lb Weight Kit)	1	\$1,899.00
10-99140	7' Pro Finisher	1	\$1,999.00
10-99142	VibraFlex 3500R	1	\$599.00
10-99141	7' Fine Finish Broom	1	\$799.00
10-90672	Rear Mobile Workstation - Holds 2 Buckets & 2 Hand Tools	1	\$499.00
10-90449	Front Saddle-Mount Weight Kit - w/200lb (Qty 4 50lb)	1	\$999.00
10-90403	Laser Electronics & Pole - Machine Side	1	\$3,799.00
10-11272	Dual Slope Transmitter with rechargeable battery	1	\$2,899.00
10-10422	XD Tripod for Laser Transmitter (33" - 119")	1	\$799.00
10-10425	13' Fiberglass Grade Rod for Laser System	1	\$149.00

Total Base / Options \$54,434.00

Customer Discounts

Description	Discount Amount
Total Discounts	\$523.06
Selling Price Subtotal	\$54,957.06
Total Selling Price	\$54,957.06

ABI Force Z-23

RENOVATE, MAINTAIN, AND GROOM INFIELDS



Whatever field quality you're working with, the Z-23 infield groomer is the comprehensive grooming, maintenance, and renovation machine you need. Fix drainage, reset infields, seed, fertilize, laser grade, level -all with the same machine and tool-free, quick-swap attachments. From professional crews to coaches and their volunteers, the Z-23 infield groomer empowers whatever size crew you have to get more done, with greater precision and unprecedented efficiency.



Z-23 FOR LASER GRADING

The Z-23 is the world's first and only stand-on zero-turn laser grading machine.



Z-23 FOR INFIELD GROOMING

The Z-23 is the only infield groomer that has been built from the ground up with the sole purpose of caring for the game.



Z-23 FOR LANDSCAPING

The Z-23 zero-turn machine properly finish grades the soil for seed application or sod installation.

DYNAMIC COMMAND IN HAND



REAR LIFT SYSTEM

- Powerful Hydraulic Cylinder
- Adjustable Lifting Bar
- Articulating Tool Carrier



LIFT, GRADE, & DEPTH CONTROL

- Variable Down Pressure to Ground-Engaging Components
- Control Attachment Grading Position and Working Depth
- Automated Grading with Available Laser Technology



PITCH CONTROL

- Fine Tune Angle of Ground Engagement
- Adjust Ground Engagement Relationship Between Two Mid-Mounted Attachments



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka, IN 46544

877-788-7253
ABIattachments.com
ForceByABI.com

SOLE SOURCE LETTER

4/1/2025

To Whom It May Concern,

This letter is to confirm that the ABI Force, zero turn vehicle, models z23sl, z23hl, z23slt, and z23hlt referenced in the included quotation, is a sole-source product offered exclusively by ABI Attachments, Inc, its brand name ABI Force. No other company offers a similar or competing product. This product must be purchased from ABI Attachments, Incorporated's assigned dealer in your region, in this case being Pacific Golf and Turf.

Competition is precluded by the existence of proprietary product capability and trade secret manufacturing processes and techniques that enable the ABI Force, stand-on zero-turn vehicle's purpose and function (models z23sl, z23hl, z23slt or z23hlt). Exclusive and/or patented functions include ZeroTurn Laser Grading with RVF technology, Hydraulic Control Of Interchangeable Front, Mid, and Rear Mount Attachments, VibraFlex & Profile Blade Field Conditioning Technologies With Positive Depth Control, and Responsive Variable Force (RVF) Technology. These and other proprietary facets of the ABI Force are additionally protected under U.S. patent law by the following U.S. patents: US10487475B1, US10287744B1, US10492354B2, US10914051B2, US12024852B2

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the "ABI Force, zero-turn vehicle, models z23sl, z23hl, z23slt, and z23hlt" models.

A general description of this product may be found in our printed literature or online website. Please don't hesitate to contact me at (574) 850-8708 at any time or visit our website at www.ForceByABI.com. Thank you for your interest in our products.

Sincerely,



Jim Catalano

CEO - ABI Attachments, Inc.



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Daniel Christman, Chief of Police
SUBJECT: Police K9 and Vehicle Purchase

RECOMMENDED ACTION:

City Staff is seeking by resolution, that City Council approve purchasing a police K9 and dedicated K9 vehicle, funded through opioid settlement monies allocated to the city.

INTRODUCTION/BACKGROUND:

The Mount Vernon Police Department has a need to restore their police K9 program. The department began using police service dogs in 1979. A new K9 purchase will replace K9 Vector, who retired with his handler Officer Zach Wright in 2023. The new MVPD K9 will serve as an effective tool to interrupt drug trafficking and sales in the city, and be an ambassador for the police department and city when not performing their regular police duties. The K-9 will attend community events and demonstrations throughout the year to support the positive relations we maintain with our community.

A police K9 requires a specially equipped K9 vehicle to ensure the dog's safety, with features like a climate-controlled kennel and a heat alarm system to protect against the K9 overheating on warmer days. The K9 vehicle will allow for quicker, more effective responses to drug interdiction cases and satisfy a regular reoccurring need to track lost, missing, or fleeing individuals. This investment will directly enhance public safety and our department's effectiveness in combating illicit drug distribution and use.

In 2025, the city of Mount Vernon was awarded \$100,000 in opioid settlement monies. These monies are to be primarily used to address the damage caused by the opioid overdose epidemic, which includes Harm Reduction Efforts, and Community Events.

FINDINGS/CONCLUSIONS:

The city has agreed to use the opioid settlement monies to purchase a new drug detection K9, a new K9 vehicle, K9 equipment, and drug detection training for the new K9 (dog) and their officer-handler. Using the WA State Bid process, City Staff will facilitate the purchase of a properly equipped police K9 vehicle and acquire a professionally trained police K9, trained in both drug detection and tracking.

RECOMMENDATION:

City Staff is seeking City Council approve Resolution No. 1090, for purchasing a police K9 and dedicated K9 vehicle, funded through opioid settlement monies allocated to the city.

ATTACHED:

Resolution No. 1090

Program Cost Estimate

FCI Build Sheet for K9 Vehicle and Equipment

RESOLUTION NO. 1090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON, AUTHORIZING THE USE OF OPIOID SETTLEMENT FUNDS TO REINSTATE THE MOUNT VERNON POLICE DEPARTMENT K9 PROGRAM.

WHEREAS, the City of Mount Vernon is a participating jurisdiction in national opioid litigation settlements and is receiving restricted funds intended to remediate the impacts of opioid misuse and addiction; and

WHEREAS, the City recognizes that opioid misuse continues to affect individuals, families, and neighborhoods within Mount Vernon, creating significant public-health and public-safety challenges; and

WHEREAS, the Mount Vernon Police Department previously operated a K9 program that provided critical support in narcotics detection, officer safety, community engagement, and the disruption of illegal drug trafficking; and

WHEREAS, the reinstatement of a modernized K9 program would directly support opioid-related remediation by enhancing the City's ability to identify and intercept illegal opioids, assist in overdose-related investigations, and strengthen partnerships with regional public-health and public-safety agencies; and

WHEREAS, allowable uses of opioid settlement funds *include supporting current and future law enforcement expenditures relating to the opioid epidemic including* initiatives that reduce the supply of illegal opioids, support law-enforcement efforts connected to opioid-related harms, and improve community safety; and

WHEREAS, the City Council finds that reinstating the K9 program is a responsible, targeted, and evidence-supported investment that aligns with the intent of the settlement and advances the City's broader strategy to reduce opioid-related harm; and

WHEREAS, the Mount Vernon Police Department has submitted a preliminary plan outlining anticipated costs for K9 acquisition, handler training, equipment, veterinary care, and ongoing program maintenance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON, THAT:

1. The City Council authorizes the allocation of opioid settlement funds for the purpose of reinstating the Mount Vernon Police Department K9 program, including initial startup and ongoing operational costs.

2. The Police Department is directed to implement the program consistent with state guidelines, best practices for K9 welfare, and the allowable-use requirements of the opioid settlement.
3. The Police Department shall provide periodic updates to the City Council regarding program progress, expenditures, and measurable impacts related to opioid-related enforcement and community safety.
4. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 28th day of January, 2026.

SIGNED AND APPROVED this ____ day of January, 2026.

Peter Donovan Mayor

Attest:

Becky Jensen, City Clerk

Approved as to form:

Kevin Rogerson, City Attorney

Published January 29, 2026

Program Cost Estimate

	ITEM DESCRIPTION	COST	DONATIONS	TOTAL
1	Vehicle - Ford F150 Pickup	STATE BID		Base Price
2	Vehicle Fully Equipped Total	\$81,855 ¹	\$0	\$81,855
3				
4	POLICE K9 – DUAL TRAINED			
5	Dog, Handler, Travel and Training	\$20,000	15,000	\$5,000
6				
7	DONATIONS			
8	Leashes, Leads, and Collars		\$410	
9	Ballistic K9 Vest		\$2,000	
10	Kennel for Handler's Home		\$6,500	
11	MVPD Kennel Supplies	TBD		TBD
12				
13	Veterinarian Costs	See Below		\$400-\$1000
14	Dog Food	TBD		325.
15	EST. TOTALS		\$23,910	\$100,000.

Potential Veterinarian Costs:

- **Routine Care (vaccinations, check-ups, flea/tick prevention)**
\$500 – \$1,000 per year
- **Dental Care**
\$200 – \$500 annually (sometimes more if extractions are needed)
- **Emergency Care / Injuries:**
\$1,000 – \$5,000 per incident (K9s are at higher risk due to their work)
- **Specialized Care (orthopedic, surgery, chronic conditions)**
\$2,000 – \$10,000+ depending on severity
- **Medications (pain management, supplements)**
\$300 – \$1,000 annually

¹ See Attachment 2: FCI Build Sheet

FCI Build Sheet for MVPD K9 Vehicle and Equipment

PROPOSAL

Mount Vernon Police Department
2026 Ford F150 4x4 SuperCrew Police

Sample Specifications

2026 Ford F150 XL
3.5L V6 EcoBoost w/ 10-Speed Auto Trans
4-Door, 5 Passenger Seating
Color-choice
Cruise Control
145" wheelbase
Police 40/blank/40
3.31 electronic lock RR axle
Black platform running boards
Remote keyless – entry key fob

150A equipment group
LT26570R18C BSW All-terrain

Police Equipment

Whelen InnerEdge, front, DUO
Whelen Tracers, DUO, running boards
100W Speaker
CenCom Core Control Head
D&R Console w/Cupholder, laptop mount
Map Light
Tri Plug

Vertex LEDs, corners, high mount
Havis full containment K9 insert K9-F23-1
Hot n Pop door pop and heat alarm, fan
Setina PB450L4 pushbars with LEDs
Dual Weapon Rack
Timer
LED spotlight
Radio install

Cash Price: \$81,855.00



DATE: January 28, 2026
TO: Mayor Donovan and City Council
FROM: Kevin Rogerson
SUBJECT: ORDINANCE RELATING TO PROCUREMENT AND CONTRACTING

RECOMMENDED ACTION:

Approve Proposed Ordinance No. 3935.

INTRODUCTION/BACKGROUND:

State law grants general contracting authority to the City’s legislative body the City Council.

The Council, in turn, has adopted contracting and procurement policies delegating of certain contracting authority to allow the City to conduct its operations in a prudent, efficient, and cost effective manner. It has been many years since the City has reviewed and updated its policies.

Staff has recommended that the City revise its policies for a number of reasons including compliance with new state mandates, align the policy with current City objectives, improve clarity in approval authority, address gaps in procurement policies, provide a policy on the receipt of donations and disposal of property, and account for inflationary pressures which diminish officials delegated purchasing or contracting power all while maintaining public trust and transparency to such processes.

Attached is an ordinance recommended by staff that amends Chapters 2.96, 2.95 and repeals and replaces Chapter 2.99 which formerly created a (now expired) Mount Vernon Historical Commission. Any delegation of authority requires prior to its execution that: (A) the expenditure of funds as a result of the contract is provided in the city’s budget approved by (or amended by) the city council and (B) the city’s finance director confirms sufficient funds exist.

Below is a general summary of the staff’s proposed delegation amounts:

Nature of Contract	Delegated Authority Amount
--------------------	----------------------------

Grants	\$100,000 or less of City funds required to contribute
Purchased Service Contracts	\$350,000 or less
Goods, supplies, materials	\$350,000 or less
Software, computers, telecom	\$350,000 or less
Municipal Fiber (dark)	Council approves fee schedule, no more than 8 strands, five year or less term, strands are surplus to City needs
Municipal Fiber Network	5 years or less subject to a council approved fee schedule
Contract Amendments (general)	Extension of time or cost increase 10% or less of original not to exceed \$50,000.00
Public Works Contracts	\$350,000 or less
Change Orders (Public Works)	Total remains \$350,000 or less or 20% or less of total cumulative amount, or solely extends time of performance, or conditions require immediate change to avoid claim against the City for delays
Professional Services	No Changes to current delegation. Authority to set policy rests with Chief Executive. Currently at \$10,000 unless specifically approved by Chief Executive.
Real Property Acquisition	Less than \$150,000 for approved projects so long as not more than 10% fair market value. Minor acquisition must be less than \$50,000
Leases (not including telecom)	Less than \$75,000/year and no longer than 5 years and cannot be less than fair market
Telecomm Leases	Property is surplus to city needs, cannot exceed 20 year term, cannot exceed \$50,000/year, substantially complies with you telecom ordinances
Conveyance of City property	Must go to City Council unless it is a lease mentioned above

Other items include a process for accepting donations, formalizing bid protest procedures, a process for selling or disposing of City property to avoid conflicts of interests and provide

transparency and public notice, and adding bid exemptions allowed by law.

FINDINGS/CONCLUSIONS:

Adoption of the proposed ordinance is within the City's best interest aligning with its current City objectives to operate in an efficient cost effective manner while maintaining public trust and transparency.

RECOMMENDATION:

Approve Proposed Ordinance No. 3935.

ATTACHED:

Proposed ordinance No.3935 in legislative tracked format.

DRAFT

ORDINANCE NO. 3935

AN ORDINANCE OF THE CITY OF MOUNT VERNON, WASHINGTON REGARDING PURCHASING AND CONTRACTING FOR GOODS, SERVICES, PROPERTY BOTH REAL AND PERSONAL, AND DONATIONS TO THE CITY

WHEREAS, RCW 35.21.100 requires donations to the City of Mount Vernon (City) be accepted through policies adopted by ordinance; and

WHEREAS, the city council desires to establish procedures and means for receipt of and accounting for donations to the city; and

WHEREAS, the City is established as a non-charter code city granting general authority to contract including but not limited contracting for public works projects, real property, services in all forms, and the procurement of supplies, goods and materials through procedures set forth by the Revised Code of Washington (RCW); and

WHEREAS, the City desires to identify appropriate internal controls and identification of city officials responsible within its procurement and contracting activities (Procurement Policies); and

WHEREAS, the City wishes to conduct its operations in a prudent, efficient, and cost effective manner; and

WHEREAS, the City desires to align its Procurement Policies with current state law; and

WHEREAS, the City Council recognizes appropriate delegation of contracting authority to city administration can improve efficiencies; and

WHEREAS, the City Council now desires to update the City's Procurement Policies to align the policy with current City objectives, improve clarity in approval authority, and simplify contracting, receipt of donations, and disposal of property methods while maintaining public trust and transparency in all such processes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That Chapter 2.96 of the Mount Vernon Municipal Code is hereby repealed and re-enacted to read as follows:

Chapter 2.96

PURCHASING, AND CONTRACTS AND PROPERTY DISPOSAL

Sections:

2.96.010 Purpose.

2.96.020 Application.

- 2.96.030 Federal funds.**
- 2.96.040 Grants.**
- 2.96.050 Professional service contracts.**
- 2.96.060 Purchased service contracts**
- 2.96.0760 ~~Lease Agreements~~ Materials, supplies, and equipment contracts.**
- 2.96.080 Cooperative purchasing.**
- 2.96.090 Computers, telecommunication and electronic data processing equipment, and software contracts.**
- 2.96.100 Approval of municipal fiber contracts**
- 2.96.110 Interlocal agreements**
- 2.96.120 ~~Materials, supplies, equipment- Sole Source Procurement- Contract amendments~~**
- 2.96.130 ~~Emergency Procurements-Competitive Bidding Exemptions-~~**
- 2.96.1450 Public work or improvement – Small works roster.**
- 2.96.1650 Direct Contracting of Small Works ~~Limited public works.~~**
- 2.96.1670 Bids to comply with regulations- Mayor Approval.**
- 2.96.200170 ~~General standards for determining lowest responsible bidder.~~**
- 2.96.210 180 Procedures**
- 2.96.22190 Change orders**
- 2.96.2300 Administrative guidelines, policies and procedures – Purchases for special events.**
- 2.96.2410 Other contracts.**
- 2.96.2520 Compost procurement requirements.**

2.96.010 Purpose.

The purpose of this chapter is to protect and advance the public interest by providing for the efficient, fair and equitable treatment of all persons involved in the purchasing process, by maximizing the purchasing value of public funds and by providing safeguards for maintaining a purchasing system of quality and integrity.

2.96.020 Application.

This chapter applies to the award and termination of contracts by the city for services and goods including: (A) public works and improvements (B) purchases of materials, supplies, and equipment, (C) telecommunication contracts either involving city real property or the city’s municipal fiber system, (D) purchased services, and (E) informational services and licenses such as software and fiber optic agreements. This chapter does not apply to the reimbursement of business expenses incurred by employees as governed by MVMC 2.90.070 Chapter 2.92 MVMC as now or hereafter amended. This chapter does not apply to real property unless specifically provided the purchase of real estate. Any ordinance that delegates to a city official authority to award contracts in this Chapter includes in that delegation the authority to terminate such contracts. Any delegation of authority to award contracts shall require prior to its execution that: (A) the expenditure of funds as a result of the contract is provided in the city’s budget approved by (or amended by) the city council and (B) the city’s finance director has confirmed that sufficient funds exist in the city’s budget. Upon request of the city council, the Mayor shall provide a report of all contracts not requiring council approval that have been entered into or terminated through this Chapter.

2.96.030 Federal funds.

When a purchase involves the expenditure of federal funds, purchasing shall be conducted in accordance with any applicable federal law or regulation, which applicable federal law or regulation shall supersede the provisions of this chapter. For the purposes of this section, the term “federal law or regulation” shall include those rules and regulations adopted by any state agency and made applicable to the city, or made applicable to a particular purchase to be made by the city, in order to conform either with federal law or to enable the city or the state to remain eligible for federal grant funding.

2.96.040 Grants.

A. Nothing in this chapter shall prevent the city from complying with the terms and conditions of any grant, gift or bequest, which is otherwise consistent with law.

B. The mayor or ~~his/her~~ mayor’s designee is authorized to apply for grants in any amount, and to execute grant contracts ~~for grants of not more than \$15,000 unless the city is required to contribute more than \$100,000.00.~~ The mayor or ~~his/her~~ designee shall notify the city council periodically of such grant contracts.

2.96.050 Professional service contracts.

Contracts for professional services ~~and any amendments thereto~~, including contracts for architectural, engineering, legal, financial, insurance, and similar consulting services, are not subject to the requirements of this chapter. The mayor or ~~his/her~~ mayor’s designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural, engineering, and land surveying services, as those services are defined in RCW Title [18](#), shall be awarded in accordance with Chapter [39.80](#) RCW. For purposes of this section, “professional services” are those services involving skill, education and special knowledge and where the work is predominately mental, intellectual, or artistic, rather than physical and mechanical. This includes but is not limited to professional, “On-Call” services to ensure compliance with city codes and regulations by development applications and studies associated with development applications, when the cost of the work performed is recovered from applicant reimbursements or application fees. Examples of “on-call services” include but are not limited to agreements for geotechnical studies, arborists, biologists, and traffic impact analysis.

2.95.060 Purchased Service Contracts. ~~Lease Agreements~~

The mayor or mayor’s designee is authorized to enter into contracts for purchased services and any amendments thereto less than \$350,000.00, including contracts for janitorial services, uniform services, elevator or equipment inspection (but not repair), grounds keeping, pest control, mowing services, fire extinguisher inspection, and vehicle towing. Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the city’s day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. The mayor or mayor’s designee shall promulgate procedures and standards for the approval of such contracts. ~~Lease agreements for materials, supplies and equipment are not subject to the requirements of this chapter, but shall be subject to such procedures as are established by the mayor or his/her designee. All such agreements in excess of~~

~~\$15,000 must, however, be approved by the city council. Lease agreements shall comply with any applicable state law regarding debt capacity.~~

2.96.070 Material, supplies and equipment contracts – sole source procurement.

~~Contracts to purchase or lease materials, supplies and equipment are not subject to the requirements of this chapter, but shall be subject to such procedures as are established by the mayor or mayor’s designee. All such agreements in excess of \$350,000.00 must, however, be approved by the city council. Agreements shall comply with any applicable state law regarding debt capacity. A contract for the purchase of materials, supplies or equipment may be awarded without complying with the bidding requirements of this chapter when the finance director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required materials, supplies or equipment. The finance director shall conduct negotiations, as appropriate, as to price, terms, and delivery time. A record of sole source procurements shall be maintained that lists each contractor’s name, the amount and type of each contract, and a listing of the item(s) procured under each contract.~~

2.96.080 Cooperative purchasing.

To the greatest extent allowed by law, the finance director is hereby authorized to join in cooperative purchasing arrangements with other public agencies that are similarly authorized to join in cooperative purchasing arrangements, when the best interests of the city would be served thereby. Cooperative purchasing arrangements entered into under the authority of Chapter [39.34](#) RCW, Interlocal Agreements, shall comply with the requirements of that chapter. Any other cooperative purchasing agreement shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties and shall be governed by the requirements of state law in regard to competitive bidding when applicable. An interlocal agreement that establishes a small works roster or rosters to be used by the parties to the agreement shall clearly identify the lead entity that is responsible for implementing the provisions of Chapter [39.34](#) RCW.

2.96.090 Computers, telecommunication and electronic data processing equipment, and software contracts.

~~Contracts to acquire electronic data processing or telecommunication equipment, software, or services are not subject to the requirements of this chapter, but shall be subject to such procedures as are established by the mayor or mayor’s designee. All such contracts in excess of \$350,000.00 must, however, be approved by the city council. Notwithstanding any provision of this chapter to the contrary, electronic data processing equipment, including computers, telecommunications equipment, and/or software may be acquired by the city through a competitive negotiation process in accordance with the provisions of RCW 39.04.270.~~

2.96.100 Approval of municipal fiber contracts

A. Mayor Approval. The mayor or mayor’s designee is authorized to approve contracts to license or provide rights on the city’s fiber network set forth in a unified fee schedule approved by the city Council as follows.

1. **Dark Fiber Contracts.** Contracts for use of un-activated deployed fiber within the city network through which the city transmits neither light nor any other signal; provided that:

a. The contract is for no more than 8 strands;

b. The contract term is for no more than 5 years;

c. The requested use of fiber strands are surplus and not necessary for the City's current or planned provision of services. Network capacity shall be determined by the Information Services Director or designee overseeing the city network;

d. The contract is on a form approved by the city attorney.

2. **Fiber Network Services.** Contracts for the provision of telecommunications services available through the city network, including contracts for point-to-point ethernet service, dedicated internet access service, and static IPv4 addresses; provided, that:

a. The contract is for not more than 5 years;

b. The contract is on forms approved by the city attorney.

2.96.110 Interlocal Agreements

All interlocal agreements; excluding mutual aid agreements, must be approved by city council. Amendments to interlocal agreements that simply extend the term of the agreement may be approved by the mayor or mayor's designee.

2.96.120 Contract Amendments Materials, supplies and equipment – Sole source procurement:

A. The mayor or mayor's designee may execute an amendment to a contract without city council approval provided that the amendment:

1. Simply extends the time of completion; or

2. Provides for a cost increase that does not exceed 10% of the original contract cost (up to \$50,000), and is within the approved budget.

B. All changes to the scope of work must be done by contract amendment. Substantial changes to the scope of work must be submitted to the city attorney for a determination as to whether the work should be a new contract.

This section does not apply to a change order for public works projects nor serve to further limit authority of the mayor to enter into contracts when such authority has been provided in the Mount Vernon Municipal Code. Amendments to contracts for public works projects shall be in the form of a change order approved in accordance with Section 2.96.220 of the Mount Vernon Municipal Code.

A contract for the purchase of materials, supplies or equipment may be awarded without complying with the bidding requirements of this chapter when the finance director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required

~~materials, supplies or equipment. The finance director shall conduct negotiations, as appropriate, as to price, terms, and delivery time. A record of sole source procurements shall be maintained that lists each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract.~~

2.96.130 Competitive Bidding Exemptions. Emergency procurements.

A. Brand Names. The city may procure goods by specifying a particular brand name; provided, that the responsible city officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality's needs.

B. Bidding Exemptions. Pursuant to RCW 39.04.280 as now or hereafter amended, competitive bidding requirements utilized by the city when awarding contracts may be waived under certain circumstances. In accordance with that statute, this section shall serve as the city's written policies governing exemptions from bidding requirements when otherwise required. This section shall supplement and not limit the authority of the city to exempt the award of a contract from competitive bidding requirements nor impose bidding requirements where it is not otherwise required by law or local regulation. Competitive bidding requirements when applicable and required may be waived:

1. In the event the public work, material, equipment, supplies, or goods are clearly and legitimately available from only one supplier, written documentation demonstrating the appropriateness of sole source procurement shall be submitted to and approved by the Finance Director prior to the acquisition of the public work material, equipment, supplies, or goods. Such written documentation shall recite the factual basis for the exception from competitive bidding. The Finance Director's approval shall constitute authorization to conduct negotiations as appropriate as to price, delivery, and terms.

2. In the event the public work, material, equipment, supplies, or goods involves special facilities or market conditions;

3. If an emergency exists and the public work, material, equipment, supplies, or goods is needed to address the emergency situation;

4. The purchase of insurance or bonds.

C. Waiver by Resolution or Policy. Except in the event of an emergency, a waiver of competitive bidding requirements under subsection B of this section may be by resolution unless such waiver is pursuant to written policy adopted by the city council. If the city elects to waive competitive bidding requirements by the terms of its written policies, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection. If a resolution is adopted by the city council to waive competitive bidding requirements, the resolution must recite the factual basis for the exception. If an emergency exists, the mayor or person authorized by the city to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding under this section due to an emergency, a written finding of the existence of an emergency must be made by the city council, mayor or mayor's designee and

duly entered of record no later than two weeks following the award of the contract. For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

D. Pollution Control Facilities. Pursuant to RCW 70A.210.110 as now or hereafter amended pollution control facilities as defined in RCW 70A.210.020 as now or hereafter amended shall be constructed, reconstructed, and improved in the manner determined by the city council in its sole discretion and any requirement of competitive bidding, lease performance bonds or other restriction imposed on the procedure for award of contracts for such purpose or the lease, sale or other disposition of property of a municipality is not applicable when taking action under the authority of Chapter 70A.210 RCW.

~~Notwithstanding any other provisions of this chapter, the mayor or his/her designated agent may make or authorize others to make emergency procurements of materials, supplies, or equipment, without complying with the requirements of this chapter when there exists a threat to public health, welfare, or safety or where the city may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract, which shall be reported to the city council at the next subsequent meeting~~

2.96.1540 Public work or improvement – Small works roster.

A. The city may utilize a small works roster process as authorized pursuant to Chapter 39.04 RCW ~~as it now exists or hereafter amended~~ for the award contracts for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The small works roster provisions as described in this section and in Chapter 39.04 RCW may be used in lieu of other procedures to award contracts for such work. ~~with an estimated cost of \$350,000 300,000 or less. The finance director or public works director may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work. The city may contract with a third party to create and maintain a shared roster or rosters or utilize a shared roster or rosters as allowed to the city and other public agency members by RCW 39.04.155 Chapter 39.04 RCW and Chapter 39.80 RCW, respectively.~~

~~B. Where applicable, small works rosters may make distinctions between contractors based upon different geographic areas served by the contractor. The small works roster or rosters shall consist of all responsible contractors who have requested to be on the list, and where required by law are properly licensed or registered to perform such work in this state.~~

~~C. B. The finance director or public works director may require eligible contractors desiring to be placed on a roster or rosters to keep current records of any applicable licenses, certifications,~~

registrations, bonding, insurance, or other appropriate matters on file with the city as a condition of being placed on a roster or rosters.

~~D. At least once a year, the finance director or public works director shall cause to be published in the official newspaper of the city a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters; provided however, that in lieu of or in addition to the publication of the existence of the roster or rosters, the city, the finance director or public works director may contract with a third party to publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters or utilize a shared roster or rosters as allowed by Chapter 39.04 RCW. In addition, responsible contractors shall be added to an appropriate roster or rosters at any time they submit a written request and necessary records. Master contracts may be required to be signed that become effective when a specific award is made using a small works roster.~~

~~C.E. The finance director or public works director shall establish procedures for securing telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW [39.04.010](#) as it exists or is hereafter amended and in accordance with applicable law. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the city elects to solicit bids from less than all the contractors on the appropriate small works roster and the estimated cost of the work is from \$150,000 to \$300,000 ~~\$250,000 to \$350,000~~, then the finance director or public works director shall also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The finance director or public works director has the sole option of determining whether this notice to the remaining contractors is made by:~~

- ~~1. Publishing notice in the city's legal newspaper in general circulation in the area where the work is to be done;~~
- ~~2. Mailing a notice to the affected contractors; or~~
- ~~3. Sending a notice to these contractors by facsimile or other electronic means.~~

~~For purposes of this subsection E, "equitably distribute" means that the city may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services:~~

~~F. A contract awarded from a small works roster under this section need not be advertised.~~

~~G. A written record shall be made of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.~~

D. The City may utilize the statewide small works roster in accordance with RCW 39.04.151 and RCW 39.04.152 as they now exist or are hereafter amended.

2.96.1650 Limited Direct Contracting of Small Works.

A. ~~In lieu of awarding contracts under MVMC 2.96.150, 2.96.140, the city may award a contract for a public work, construction, alteration, repair, or improvement project estimated to cost less than \$35,000-\$150,000 \$35,000 through direct contracting using the public works process provided under RCW 39.04.152 as now of hereafter amended. this section.~~ The mayor or mayor's designee may promulgate procedures necessary to govern the award of contracts subject to this Section.

B. ~~Public works projects awarded under this section are exempt from the requirement that contracts be awarded after advertisement as provided under RCW 39.04.010.~~

C. ~~For limited public works projects, the city shall solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster established pursuant to MVMC 2.96.150, and shall award the contract to the lowest responsive and responsible bidder as defined under RCW 43.19.1911. After an award is made, the quotations shall be open to public inspection and available by electronic request.~~

D. ~~The city shall attempt to distribute opportunities for limited public works projects equitably among contractors on the appropriate small works roster.~~

E. ~~The finance director shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.~~

F. ~~For limited public works projects, the city may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under RCW Title 82 that may be due from the contractor for the limited public works project; however, the city shall have the right of recovery against the contractor for any payments made on the contractor's behalf.~~

2.96.1670 Bids to comply with regulations - Mayor Approval.

Unless waived by the city, all bids offered by persons, associations or corporations desiring to sell or supply material, equipment, or supplies to, or to construct a public work or improvement for, the city, shall comply strictly with the terms of the notice of invitation for bids and the specifications and evaluation criteria issued or published by the city in connection therewith, together with all relevant state laws, the terms of which shall be deemed included in such specifications whether or not they are expressly set out therein. The mayor or mayor's designee shall have authority to award and enter in public works contracts; provided however all public works contracts in excess of \$350,000 must be approved by the city council.

2.96.170200 General standards for determining lowest responsible bidder.

The city shall award the contract for the public works project to the lowest responsible, responsive bidder; provided, that the city may reject all bids and call for new bids at its sole discretion without cause. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 39.04 RCW and who meets any supplementary bidder responsibility criteria established by the city.

2.96.180 Procedures

A. The City shall follow the procedures set forth in Chapter 39.04 RCW as it now exists or is hereafter amended and all other applicable state law for the contracting of public works as defined in RCW 39.04.010 as it now exists or is hereafter amended.

B. Bid limits. The City may construct any public work by contract or day labor or with its own employees without calling for bids therefor in accordance with RCW 35.23.352 as it exists now or is hereafter amended whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment do not exceed the sums set forth in RCW 35.23.352 as it exists now or is hereafter amended. The Mayor or Mayor's designee shall establish procedures for securing public works contracts under this subsection.

C. All bid protests must comply with the protest procedures herein before seeking judicial review of any decision by the City of Mount Vernon regarding the award and execution of a contract for a public work or bid rejection.

1. Any protest concerning the award and execution of the contract or bid rejection including without limitation the following notifications: i) Notice of Intent to Award; ii) Notice that a bid or proposal is irregular or non-responsive; iii) Notice that a Bidder is not responsible; or iv) notice of bid rejection shall be delivered in writing by 5:00 PM on the second business day after the notification date. The notification date is defined as the date on which the City of Mount Vernon gave notification.
2. All protests shall be in writing and delivered by hand, courier, or US mail. The protestor accepts all risks of the delivery method it chooses. The city shall not be responsible to assure the protest is received within the protest deadlines. If the city does not receive the protest in a timely manner, the protest may be refused or rejected.
3. Protests shall be submitted to the physical address indicated in a solicitation for bids by the city. In the event no address is indicated it shall be submitted to the following:

Public Works Director
City of Mount Vernon
1024 Cleveland Ave
Mount Vernon, WA 98273

4. To be considered, the protest must meet the following requirements:
 - a. The protestor must have submitted a bid;

- b. The protest must not be on a matter which should have been known to the bidder before the bid deadline including matters which should have been known from the examination of the Bid Documents and project site. Protests based on the Bid Documents, specifications or other terms in contract documents must be received by the city no later than three (3) calendar days prior to the date established for submittal of Bids.
- c. The protest must allege:
 - i. A matter of bias, discrimination, or conflict of interest;
 - ii. Errors in determination of responsiveness or responsibility; and/or _____
 - iii. Non-compliance with the bid evaluation procedures described in the Contract Documents; and
- d. The protest must be in writing, be submitted within the required deadline, state clearly that the bidder is submitting a formal protest and include the following:
 - i. The Bidder's company name, mailing address, phone number, and name of company individual responsible for submission of the protest;
 - ii. The project name;
 - iii. The specific action or decision protested;
 - iv. Indicate the basis and support for the protest, including specific facts and all documentation to support the protest;
 - v. Indicate what relief or corrective action the Bidder believes the Contracting Agency should make;
 - vi. Demonstrate that the bidder made every reasonable effort within the bidding process to resolve the issue, including asking questions, attending the pre-bid conference, seeking clarification, requesting addenda, and otherwise alerting the city to any perceived problems; and
 - vii. Be signed by an authorized agent of the company.
- 5. Upon receipt of a timely written protest the public works director will review and decide all such protests. The public works director's decision on the protest is conclusive and exhausts all administrative remedies. If protest is submitted in accordance with the procedures set forth above, the city will not execute a contract any sooner than two (2) business days after the city's decision on the protest. By submitting a bid the Bidder agrees the Bidder's compliance with the administrative protest procedures set forth herein are a mandatory condition precedent to the Bidder initiating a lawsuit against the city.
- 6. By submitting a bid the bidder acknowledges and agrees that the sole venue for a lawsuit or action related to or arising out of this procurement shall be the Superior Court of Skagit County, Washington.

2.96.190 Change Orders

Change orders are to be approved in accordance with the cost thresholds outlined in this section, provided that the changes do not increase the project's cost in excess of previously approved budget appropriations.

A. Unless authorized by the city council for a specific project (e.g. a resolution or term within an approved agreement delegating authority to manage a project), approval of any change order that increases a project's cost beyond previously approved budget appropriations must be approved by the city council.

B. Public Work Contract total remains below \$350,000 – change orders may be approved by the public works director, mayor or mayor's designee.

C. Public Work Contract total moves to \$350,000 or more, but the total cumulative amount of change orders is 20% or less – change orders may be approved by the public works director, mayor or mayor's designee.

D. Public Work Contract total moves to \$350,000 or more and the total cumulative amount of change orders is more than 20% – the city council must authorize the public works director or mayor to approve the revised contract.

E. Additionally, the public works director may execute construction change orders that change the time for performance but do not increase the construction contract amount.

F. In the event unforeseen conditions necessitate an immediate change to avoid a contractor's claim against the city for delays, the mayor or mayor's designee may authorize and direct work irrespective of the limits above, provided any work change directive issued in excess of the mayor's authority shall be incorporated into a change order and presented to the city council as soon as practicable.

2.96.2030 Administrative guidelines, policies and procedures – Purchases for special events.

The mayor or ~~mayor's his/her~~ designee may promulgate procedures to govern the purchase of supplies, such as food, beverages, decorations and awards for public events and employee activities, including employee of the year recognition, volunteer recognition and ceremonial openings of public facilities.

2.96.2140 Other contracts.

The mayor or ~~his/her~~ mayor's designee may promulgate procedures for the approval of all other contracts not otherwise covered by this chapter.

2.96.2250 Compost procurement requirements.

A. When planning government-funded projects or soliciting and reviewing bids for such projects, the city shall consider whether compost products can be utilized in the project. If compost products can be utilized in the project, the city shall use compost products to the extent required by law, including, without limitation, RCW [43.19A.120\(2\)](#).

B. To the extent required by RCW [43.19A.150\(3\)](#), the city shall plan for the use of compost in the following categories:

1. Landscaping projects;
2. Construction and postconstruction soil amendments;
3. Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and
4. Low-impact development and green infrastructure to filter pollutants or keep water on site, or both.

This plan will be reassessed each December 31st of even-numbered years, beginning in 2024 and thereafter as part of the reporting obligations in subsection D of this section.

C. To the extent required by RCW [43.19A.150\(4\)](#), the city will develop strategies to inform residents about the value of compost and how the city uses compost in its operations.

D. To the extent required by RCW [43.19A.150\(5\)](#), by December 31, 2024, and each December 31st of even-numbered years thereafter, the city shall prepare a report for the Department of Ecology covering the previous year's compost procurement activities, including the following information:

1. Total tons of organic material diverted each year;
2. The volume and cost of compost purchased each year; and
3. The source(s) of the compost purchased.

E. To the extent required by RCW [43.19A.150\(6\)](#), the city shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

F. In accordance with RCW [39.30.040\(1\)](#), the city may allow for the preferential purchase of compost to meet the requirements of RCW [43.19A.120](#).

2.96.230 Sale or Disposal of City Personal Property

A. Authorization

The mayor or mayor's designee may authorize the sale or disposal of personal property owned by the city, provided that the property is no longer needed and that notice of intention to sell is given as provided in this section. The personal property shall be deemed as surplus or scrap. Permission must be obtained from the grantor before selling or disposing of any personal property purchased with grant funding when required by any grant condition. All personal property sold or disposed shall be inventoried and documented by the finance department according to generally accepted accounting principles.

B. Sale versus Disposal

Sale of surplus items to other governmental agencies may occur via private sale. Other sales of surplus items should be sold via public auction through third-party auction services. The mayor or mayor's designee shall have authority for the disposal of scrap via public auction, private sale at prices established by current market conditions, or disposal if there is no viable market. Of items with nominal value, the mayor or mayor's designee may donate such items to a charitable organization which is tax exempt pursuant to Internal Revenue Code 501(c)(3).

C. Trade-Ins

Trade-in of old equipment to upgrade similar or reasonably related equipment is permitted when it is in the best interest of the city. The mayor or mayor's designee may authorize the sale, trade, or other disposition of surplus property and scrap belonging to the city when used for a trade-in.

D. Public Notice

If the city opts not to use a third-party auction service and instead chooses to conduct an auction itself, the notice of intent to sell surplus or scrap at a public sale shall be published once a week for two consecutive weeks in the city's official newspaper immediately prior to the sale. The notice shall state the time and place at which the property will be sold. Any other reasonable means to attract potential buyers to the sale may be used in conjunction with the notice posted in the official newspaper.

E. Conflict of Interest

City employees may have more information than the general public about city property to be auctioned or otherwise disposed and to promote the appearance of fairness necessary to maintain the public trust, employees, their spouses, and their agents are not permitted to bid on or buy personal property auctioned or sold directly by the city.

F. This section does not address the sale or disposal of real property.

Section 2. That Chapter 2.95 of the Mount Vernon Municipal Code is hereby amended to read as follows:

Chapter 2.95

REAL PROPERTY ACQUISITION, SALE, AND LEASING

Sections:

2.95.010 Real property – Authority to acquire.

2.95.020 Real property – Leasing authority.

2.95.030 Real property – Transfer of interest.

2.95.035 Telecommunication Facility Leases

2.95.040 Severability.

2.95.010 Real property – Authority to acquire.

A. The mayor or ~~mayor's his or her~~ designee is authorized in the following instances to ~~accept by gift or~~ acquire dedications, easements, rights-of-way, fee estates or other interest in real property for use by or on behalf of the city or department of the city:

1. Approved Projects. Any such acquisition which is part of an approved and funded project included in the city's capital improvement plan or a local improvement district ordered by the council; provided, that the cost of the property is less than \$150,000 and does not exceed by more than 10 percent the fair market value of the property as determined by the city's appraiser or review appraiser;

2. Minor Acquisitions. Any such acquisition where the purchase price is less than \$150,000.

B. All other real property acquisitions not authorized in advance will be submitted to the city council for approval.

C. Any real property acquisition sought by the city through its powers of eminent domain as delegated by the state in Chapter [8.12](#) RCW shall comply with the requirements of the state-directed policies in Chapter [8.26](#) RCW.

2.95.020 Real property – Leasing authority.

A. The mayor or ~~his or her~~ mayor's designee is authorized to execute leases of real property on behalf of the city where the term of the lease does not exceed ~~one~~ five years and the consideration does not exceed ~~\$1575,000~~ per year. This section shall not apply to telecommunication facility leases governed by MVMC 2.95.035.

B. A lease that exceeds the limits stated in subsection A of this section, or one where city property is leased for less than fair market rent, will be submitted to the city council for approval.

2.95.030 Real property – Transfer of interest.

A. Any conveyance of an interest in city real property except for those mentioned pursuant to MVMC [2.95.020](#) and MVMC [2.95.035](#) will be submitted to the city council for approval.

B. All conveyances of real property must be in the best interests of the city, relating to a public purpose.

C. No conveyance may be approved if deemed a gift or loan of credit to a private entity, except in aid of the poor and infirm.

D. All conveyances of real property shall be only of an interest of that real property which is surplus to the needs of the city.

E. All dispositions of real property to another governmental unit shall comply with RCW [39.33.020](#).

F. All dispositions of utility property shall comply with RCW [35.94.040](#).

G. City council may take reasonable steps to determine the fair market value of the property up to and including formal appraisal if necessary.

H. City council may require, prior to a sale of a simple fee interest in city real property, procedures to ensure that offers are within the best interest and maximize value up to and including advertising and accepting bids on the property.

2.95.035 Telecommunication Facility Leases

A. The mayor or mayor's designee is authorized to approve facilities leases for telecommunication facilities as those terms are defined in MVMC 18.04.030 provided that:

1. The requested use of the property is surplus to the needs of the city current or planned provision of services which shall be determined by the mayor or mayor's designee.
2. The contract term of the lease does not exceed 20 years including all options or renewals.
3. The contract is on a form approved by the city attorney
4. Consideration shall not exceed \$50,000 per year.

B. The facilities lease shall substantially comply with the city's local regulations including but not limited to Title 18 of the Mount Vernon Municipal Code.

2.95.040 Severability.

If any section, subsection, sentence, clause, chapter, provision, or phrase of this chapter or its application to any person or circumstance is found to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the chapter or the application or the provisions to other persons or circumstances.

Section 3. That Chapter 2.99 of the Mount Vernon Municipal Code is hereby repealed and re-enacted to read as follows:

Chapter 2.99 Donations

2.99.010 Purpose

2.99.020 Definitions

2.99.030 Donations of money and personal property.

2.99.040 Acceptance of ownership of or interest in real property.

2.99.050 Acknowledgement of donations and transparency

2.99.060 In Kind Services

2.99.010 Purpose.

Consistent with RCW 35.21.100, which provides that the city council may accept donations of money or property by ordinance, this chapter delegates authority to the mayor or mayor's designee to accept such donations in circumstances with minimal risk and long-term obligation, and reserves the city council's authority in all other circumstances.

2.99.020 Definitions.

A. "Donation" means any money or personal property that is donated, devised, or bequeathed to the city.

B. "Restricted donation" means a donation that is given with any restriction or condition on the use of the money or property.

C. "Unrestricted donation" means a donation that is given without restriction or condition.

2.99.030 Donations of money and personal property.

A. Unrestricted donations.

1. The mayor or mayor's designee is authorized to accept unrestricted donations valued at twenty thousand dollars or less per donor, per calendar year.

2. The city treasurer must deposit accepted unrestricted donations into the general fund.

B. Restricted donations.

1. The mayor or mayor's designee is authorized to accept restricted donations valued at ten thousand dollars or less per donor, per calendar year that support an established city program, including, but not limited to: recreation programs, park facilities, museum exhibits, library materials, public art, and maintenance of city facilities.

2. All other restricted donations may only be accepted by action of the city council.

3. The city treasurer must deposit restricted donations of money into the fund most appropriate to carry out the restrictions or conditions of the donation.

4. The city must make reasonable efforts to use or dispose of any money or personal property in accordance with the donor's restrictions or conditions.

5. Restrictions or conditions on a donation are not binding upon the city unless accepted in writing by the city council.

2.99.040 Acceptance of ownership of or interest in real property.

A. The city may accept ownership of or an interest in real property, including a lease or other instrument transferring anything less than a fee simple interest, only if approved by action of the city council, such as by resolution or council approved contract, or plat approval, unless to comply with a development regulation, permit condition or when needed for an approved public work project of the city.

B. No other action by any city employee or agent may constitute the city's acceptance of any interest in real property.

2.99.050 Acknowledgment of donations and transparency.

A. For each donation, the city treasurer or city clerk should communicate to the donor a written acknowledgment of acceptance and appreciation on behalf of the city.

B. The city treasurer or city clerk shall maintain a continuous list of all donations accepted by the city, and must provide to the city council at the end of each year a list of all donations accepted by the city during the previous calendar year.

2.99.060 In kind services.

A. The mayor or mayor's designee is authorized to accept all in kind services that support an established city program, budgeted project or event, including but not limited to recreation programs, parks facilities, police volunteer programs, maintenance of city facilities including trails and open spaces, and the improvement of the city's critical areas. The mayor or mayor's designee may seek a donation agreement from a donor who wishes to donate in kind services.

Section 4. Repealer. That Chapter 2.92 of the Mount Vernon Municipal Code is hereby repealed in its entirety.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional 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 become effective five days after publication of the Ordinance, or a summary thereof, in the official newspaper of the city.

Adopted this day of _____, 2026.

Peter Donovan, Mayor

ATTEST:

Becky Jensen, City Clerk

Approved as to Form:

Kevin Rogerson, City Attorney

Date of Publication: _____

Effective Date: _____