



**CITY OF MOUNT VERNON
COUNCIL MEETING
AGENDA**

February 11, 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/UCUob_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 28, 2026, Regular Council Meeting minutes
- B. Approval of February 5, 2026, Payroll checks numbered 113299 - 113314, direct deposit checks numbered 111244 - 111512, and wire transfers numbered 1539 - 1543, in the amount of \$1,323,416.75
- C. Approval of February 11, 2026, Claims numbered 32682 – 32871 in the amount of \$1,163,580.92
- D. Approval of Agreement Amendment – North Sound BH-ASO
- E. Approval of Agreement - Washington Trails Association

5. REPORTS

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

6. NEW BUSINESS

- A. Presentation – Lincoln Theatre Foundation
(Lincoln Theatre Foundation Director of Operations, Jessica Waggoner will share a presentation highlighting the theatre's upcoming 100th birthday and other updates.)
(*required action – none*)
(*staff contact – Steve Sexton*)
- B. Approval of Agreement – Washington State Recreation and Conservation Office (WA RCO)
(Staff is requesting approval of an agreement with WA RCO to provide funding for the construction of the Carpenter Creek/Hickox Road Fish Passage Improvement project)
(*required action – motion*)
(*staff contact – Frank Reinart*)
- C. Approval of Resolution 1090 – 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*)

7. EXECUTIVE SESSION

8. ADJOURNMENT



DRAFT

**City of Mount Vernon
City Council Meeting Minutes
January 28, 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, Human Resources Director Keator, Police Chief Christman

Citizens: 36

1. OPENING CEREMONIES

- A. Mayor Donovan called the meeting to order at 7:00 p.m.
- B. Mayor Donovan lead the pledge of allegiance
- C. City Clerk Jensen called roll of Councilmembers

2. APROVAL OF AGENDA

Councilmember Beaton moved to approve the agenda as presented. Motion seconded by Councilmember Tercero. Motion passed 7-0

3. COMMUNITY COMMENTS

- Sam Irons, Mount Vernon resident, spoke about funding a K9 Program with opioid settlement funds.
- Jaclynn Fisher, Mount Vernon resident, spoke about ICE and the City's

- cooperation with ICE.
- Nicki Levey, Mount Vernon resident, spoke about Flock cameras, their data access and a Police K9 Program.
- Ingrid, Mount Vernon resident, spoke about public safety, a Police K9 Program, and Flock cameras.
- Andrea, Mount Vernon resident, spoke about Flock cameras and encouraged council to vote no on resolution 1090.
- Gavin Birch, Alger resident, spoke about Flock cameras, resolution 1090, approving a K9 Program, and Parks proposals.
- Callie Lowenstein, Mount Vernon resident, spoke about opioid settlement funds and a Police K9 Program.
- May Gott, Skagit County resident, spoke about the City's response to the recent flood event and Flock cameras.

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

Councilmember Tercero moved to approve Consent Agenda Items A – G Motion seconded by Councilmember Hudson. Motion passed 7-0.

5. REPORTS

- A. Councilmember Comments
 - Councilmember Vander Stoep thanked residents for attending, and spoke about developing some two-way communication with residents, staff, and elected officials.
 - Councilmember West spoke about Senate Bill 5923 related to critical access hospitals and asked Mayor Donovan to support the bill.
 - Councilmember Oliver thanked those in attendance for their comments and shared that there will be a Ward 2 meeting scheduled soon.
 - Councilmember Beaton, thanked all commenters and those in attendance, spoke about Flock cameras and ICE.

- Councilmember Hudson thanked all in attendance for their comments, spoke about ICE, and announced that Councilmembers Hudson, Beaton, and Daman are hosting a Ward 3/At Large meeting on February 12th, 5:30 p.m. - 6:30 p.m. at Fire Station 3. All residents are welcome.
- Councilmember West thanked commenters and supports the sanctuary state designation.

B. Mayor's Report

- Mayor Donovan and Councilmembers Daman, Oliver, and Tercero attended the Association of Washington Cities City Action Days in Olympia on January 21 & 22. They met with our WA State Senators and Representatives of the 10th and 40th Districts.
- The 12th Annual Illuminight Winter Walk is this Friday, January 30, at Skagit Riverwalk Park.

6. **NEW BUSINESS**

- A. Approval of Appointment to the Planning Commission: Mr. Sexton requested the appointment of Brad Windler to the Mount Vernon Planning Commission.

Councilmember Beaton moved to appoint Brad Windler to the Planning Commission. Motion seconded by Councilmember West. Motion passed 7-0.

- B. Approval of Appointment to the Arts Commission: Ms. Berner requested the reappointments of Linda Brookings and Damond Morris to the Mount Vernon Arts Commission.

Councilmember Oliver moved to reappoint Linda Brookings and Daman Morris to the Mount Vernon Arts Commission. Motion seconded by Councilmember Hudson. Motion passed 7-0.

Mayor Donovan performed the swearing in of Brad Windler to the Planning Commission and Damond Morris to the Arts Commission.

Councilmember Hudson moved to amend the agenda by removing New Business Item E. Motion seconded by Councilmember Beaton. Motion passed 6-1

- C. Approval of Agreement - Western Display Fireworks, Inc.: Ms. Berner requested approval of an agreement with Western Display Fireworks,

Inc. to provide a public fireworks show on July 4, 2026. The primary viewing location will be moved to the east side of the river due to potential limited bridge access. Alternate locations were discussed; there is not another location that provides the required clearance zones.

Councilmember Vander Stoep moved to approve an agreement with Western Display Fireworks, Inc. to provide a 4th of July fireworks show in the amount of \$23,100. Motion seconded by Councilmember Tercero. Motion passed 7-0.

- D. Approval of Equipment Purchase - Sports Turf and Landscaping Machine: Ms. Berner requested approval of the purchase of an ABI Force Z23 sports turf and landscaping machine.

Councilmember Vander Stoep moved to approve the purchase of an ABI Force Z23 sports turf and landscaping in the amount of \$59,793.28. Motion seconded by Councilmember Tercero. Motion passed 7-0.

- E. Approval of Resolution – K9, K9 Vehicle and Equipment: This item was removed from the agenda.
- F. Approval of Ordinance – Amend City’s Purchasing Policies: Mr. Rogerson requested approval of Ordinance 3935 amending and establishing a model code ordinance regarding city purchasing policies for goods, services, both real and personal property and donations. Mr. Rogerson noted that since the last draft was reviewed by Council language was added requiring the Mayor to provide a report of contracts that were approved or terminated that did not require Council approval if such report is requested by Council. Council discussed the approval designations of various contract types and spending limits, it was proposed that Council approval be required for contracts over \$200,000 rather than the \$350,000 in the draft ordinance for purchased services, goods, supplies, materials, software, computers, telecom, and public works.

Councilmember West moved to adopt Ordinance 3935, amending the City’s Purchasing Policies and amending the proposed approval requirement for contracts from exceeding 350,000 to exceeding \$200,00 for purchased services, goods, supplies, materials, software, computers, telecom, and public works. Motion seconded by Councilmember Vander Stoep. Motion passed 7-0.

- G. Approval of Agreement Amendment - North Sound Behavioral Health Administrative Services: Chief Christman requested approval of an agreement with Skagit County for Integrated Outreach Services (IOS) funding in the amount of \$94,000.

Councilmember Tercero moved to approve an agreement with Skagit County for IOS funding in the amount of \$94,000. Motion seconded by Councilmember Daman. Motion passed 7-0.

7. EXECUTIVE SESSION :

The meeting was adjourned into Executive Session at 8:10 p.m. for a period of thirty-five minutes, to discuss with legal counsel representing the agency, matters related to enforcement action agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, pursuant to RCW 42.30.110(1)(i). And to discuss with legal counsel matters relating to collective bargaining sessions which are exempt under RCW 42.30.140(4)(a) The regular meeting will reconvene at 8:45 p.m. There will be no action following the session.

8. ADJOURNMENT

The meeting reconvened and adjourned at 8:45 p.m.

Submitted by: Becky Jensen, City Clerk

Approved: February 11, 2026



DATE: January 28, 2026

TO: Mayor Peter Donovan and City Council

FROM: Police Chief Dan Christman

SUBJECT: INTERLOCAL AGREEMENT WITH NORTHSOUND BH-ASO – PD IOS PROGRAM

RECOMMENDED ACTION:

REQUESTING COUNCIL APPROVAL FOR THE MAYOR TO ENTER INTO AN AMENDED INTERLOCAL AGREEMENT WITH NORTHSOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION TO REIMBURSE COSTS ASSOCIATED WITH THE POLICE DEPARTMENT'S INTEGRATED OUTREACH SERVICES.

INTRODUCTION/BACKGROUND:

The City Council approved the mayor to enter into an interlocal agreement with Northsound Behavioral Health - ASO for staff and program funding for Integrated Outreach Services (IOS). The BH-ASO operates on a July 1 to June 30 fiscal budget calendar whereas the city operates on a calendar year. On June 30, 2025, the interlocal agreement technically ended, but the new contract was not signed at that time. All costs associated with this ILA were outlined in our approved 2025 Police Department budget.

FINDINGS/CONCLUSIONS:

The interlocal agreement addendum provides planned funding to improve the police department's ability to effectively respond to an increasing number of behavioral health emergencies and service calls reported through the 911 system.

RECOMMENDATION:

Council approves the mayor to enter into the interlocal agreement with North Sound Behavioral Health Services Organization for Integrated Outreach Services staff and programming cost reimbursement.

ATTACHED:

Interlocal Agreement, and Exhibit B: ILA Co-Responder Budget.

**NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
(NORTH SOUND BH-ASO)
CONTRACT AMENDMENT 4**

**CONTRACT # NORTH SOUND BH-ASO CITY OF MOUNT VERNON INTERLOCAL CO-RESPONDER
2022-23**

Based on the Agreement of the parties to the above-referenced Contract between the North Sound Behavioral Health Administrative Services Organization, LLC (North Sound BH-ASO) and City of Mount Vernon (Provider) dated Aug 11, 2022, (as amended by North Sound BH-ASO and Provider dated August 19, 2024, collectively the "Contract") is hereby amended as follows:

The purpose of this amendment is to provide funding for July 1, 2025 to December 31, 2025:

By mutual agreement of the parties, the following language is added to the agreement:

- Replace *B(b) – Mount Vernon Interlocal Co-Responder Budget 24* with *Exhibit B(c) – City of Mount Vernon_ Interlocal_ Co-Responder_ Budget*

ALL TERMS AND CONDITIONS OF CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

THIS AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF FINAL SIGNATURE BY THE PARTIES.

NORTH SOUND BH-ASO, LLC

CITY OF MOUNT VERNON

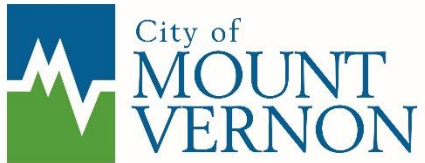


JanRose Ottaway Martin Date
Executive Director

Peter Donovan Date
Mayor

North Sound Behavioral Health Administrative Services Organization Co-Responder Program Cost Reimbursement Budget City of Mount Vernon		
Six Month Budget July 1, 2025 to December 31, 2025		
Revenues		
MHBG Co-Responder Special Carve Out	\$	37,500.00
MHBG Co-Responder	\$	29,034.00
SUPTRS Co-Responder Special Carve Out	\$	12,500.00
SUPTRS Co-Responder	\$	50,966.00
Total	\$	130,000.00
Expenses		
Co-Responder Program	\$	130,000.00
Total	\$	130,000.00
Budget Amount	\$	130,000.00
Expenses		-
Balance	\$	130,000.00

**Substance Use Prevention Treatment and Recovery Support Services
(SUPTRS) formerly Substance Abuse Block Grant (SABG)**



DATE: February 11, 2026
TO: Mayor Donovan and City Council
FROM: Jennifer Berner, Director, Parks and Recreation
SUBJECT: WASHINGTON TRAILS ASSOCIATION AGREEMENT

RECOMMENDED ACTION:

Staff recommends Council approve the Mayor enter into Cooperative Agreement with Washington Trails Association (WTA) for trail maintenance work at Little Mountain Park.

INTRODUCTION/BACKGROUND:

The Agreement is intended to develop and expand a framework of cooperation between the City and WTA for the purpose of advancing volunteer opportunities and improving recreational trail opportunities on land managed by the City, Little Mountain Park.

Washington Trails Association (WTA) will provide trail maintenance volunteers and qualified crew leaders to train in techniques of trail maintenance and realignment and to oversee the work events. The term of the agreement will continue through December 31, 2026.

WTA will continue their work on the Drop-Down Trail in 2026. The total cost of the trail work will not exceed \$10,000. The funding for this contract is included in the 2026 budget.

FINDINGS/CONCLUSIONS:

None

RECOMMENDATION:

Staff requests approval for the Mayor to enter into an agreement with the Washington Trails Association for trail maintenance work at Little Mountain Park.

ATTACHED:

Washington Trails Association Agreement



Cooperative Agreement 2026

This agreement is entered into by Washington Trails Association, hereinafter referred to as WTA, and the City of Mount Vernon, WA a municipal corporation, hereinafter referred to as City.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

A. Purpose:

This agreement is intended to develop and expand a framework of cooperation between the parties for the purpose of advancing volunteer opportunities and improving recreational trail opportunities on land managed by the City as set forth in Exhibit A and Exhibit B attached hereto and made incorporated as if set forth fully herein. WTA acknowledges, and by signing this contract agrees, that this contract has been mutually negotiated by the Parties including the Indemnification provisions set forth in Paragraphs 4 (Independent Contractor), 5 (Taxes), 11 (Defense and Indemnity Agreement), and 20 (Confidentiality).

B. Term:

The term of this Agreement shall commence on the _____ day of February 2026 and continue until December 31, 2026. Any party may terminate this Contract by giving 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.

GENERAL CONDITIONS

1. Scope of WTA's Services:

WTA agrees to provide to the City services and any materials set forth in the project narrative identified in Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in this Agreement.

2. Accounting and Payment for WTA's Services:

Payment to WTA for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the City, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance, the City will not reimburse WTA for any costs or expenses incurred by WTA in performance of this Contract.

Where required, the City shall, upon receipt of appropriate documentation, compensate WTA, no more often than monthly for WTA's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the City.

Cooperative Agreement

4. Independent Contractor:

WTA's services shall be furnished by WTA as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by WTA as an independent contractor.

WTA acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and WTA is not entitled to any City benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to City employees.

WTA will defend, indemnify and hold harmless the City, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

5. Taxes:

WTA understands and acknowledges that the City will not withhold Federal or State income taxes. Where required by State or Federal law, WTA authorizes the City to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by WTA will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of WTA to make the necessary estimated tax payments throughout the year, if any, and WTA is solely liable for any tax obligation arising from WTA's performance of this Agreement. WTA hereby agrees to indemnify the City against any demand to pay taxes arising from WTA's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. WTA must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on WTA's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax.

6. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

7. Right to Review:

This contract is subject to review by any Federal or State auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by City agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. WTA shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

8. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default:

If WTA defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to WTA in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, WTA shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to WTA. WTA shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that WTA was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience:

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, WTA shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

11. Defense & Indemnity Agreement:

WTA agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of WTA, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein. WTA's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of WTA's insurance and shall not contribute to it. WTA assumes full responsibility, will defend, indemnify and hold harmless the City for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and city business and occupation taxes), fees, licenses, excises or payments, including payment of prevailing wages required in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries, by any city, federal or state legislation, which are now or may during the term of the Agreement be enacted as to all persons employed by the WTA and as to all duties, activities and requirements by WTA in performance of any work performed pursuant to this Agreement, and shall

assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Notice of Completion of Public Works Contract, and any other required documents. The City agrees to indemnify and save harmless WTA for any claims and demands upon WTA for any intentional acts and willful or gross negligence of the City in the performance of this Agreement.

12. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees WTA expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of WTA. This waiver is mutually negotiated by the parties to this Agreement.

13. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

14. Withholding Payment:

In the event WTA has failed to perform any obligation to be performed by WTA under this Agreement within the time set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to WTA, without penalty, until such failure to perform is cured or otherwise adjudicated.

15. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. NO penalty or expense shall accrue to the City in the event this provision applies.

16. WTA Commitments, Warranties and Representations:

Any written commitment received from WTA concerning this Agreement shall be binding upon WTA, unless otherwise specifically provided herein with reference to this paragraph. Failure of WTA to fulfill such a commitment shall render WTA liable for damages to the City. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

17. Insurance:

17.1 Insurance Term: WTA shall procure and maintain insurance, as required in this Section, without interruption from commencement of any of the work performed under the Agreement through the completion and for thirty (30) days after physical completion date, unless otherwise indicated herein.

17.2 No Limitation: WTA maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of WTA to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

17.3 Minimum Scope of Insurance: Insurance shall be of the types and coverage as stated below:

17.3.1 Automobile Liability. In the event automobiles not owned or leased by the City are used by WTA as a part of the work performed under this Agreement, insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

17.3.2 Commercial General Liability. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. All commercial general liability insurance shall cover liability arising from all persons on any properties in which work is performed under the oversight of WTA including but not limited to volunteers and other individuals regardless of status with WTA. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement.

17.4 Minimum Amounts of Insurance: WTA shall maintain the following insurance limits:

17.4.1 In the event automobiles not owned or leased by the City are used by WTA as a part of the work performed under this Agreement WTA shall maintain Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

17.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. The City reserves the right to require higher liability insurance limits if the scope of the proposed project has a higher than anticipated amount of risk.

17.5 Availability of Insurance Limits: If WTA maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained, irrespective of whether such limits maintained by WTA are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by WTA.

17.6 Other Insurance: WTA'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 to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the insurance and shall not contribute with it.

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

17.8 Verification of Coverage: WTA shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements before commencement of the work. Upon request by the City, the WTA shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

17.9 Notice of Cancellation: WTA shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within five (5) business days of their receipt of such notice.

17.10 Failure to Maintain Insurance: Failure on the part of WTA to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days' notice to the parties to correct the breach, immediately terminate the work, 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 WTA from the City in the event any funds are owed.

18. Disputes:

a. General

Differences between WTA and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the City shall be final and conclusive.

b. Notice of Potential Claims

WTA shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless WTA has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which WTA believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. WTA shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

WTA shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the completion of the portion of the work from which the claim arose, and before final payment by the City, WTA has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

19. Ownership of Items Produced

All writings, programs, data, public records, or other materials prepared by WTA and/or its consultants or subcontractors, in connection with performance of this Agreement shall be shared available upon request.

20. Confidentiality:

WTA, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by WTA in performance of this Agreement, except upon the prior written consent of the Mount Vernon City Attorney or an order entered by a court after having acquired jurisdiction over the City. WTA shall immediately give to the City notice of any judicial proceedings seeking disclosure of such information. WTA shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from WTA's breach of this provision.

21. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by WTA to the department head of the department for whom services are rendered, and to the City. Notice to WTA for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

22. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

23. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

24. Survival:

The provisions of paragraphs 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, and 23, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

25. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Washington Trails Association



Signature & Title of Signatory

(Date 2/2/2026)

Jen Gradisher, Trail Program Dir.

Print Name of Signatory

Mailing Address:
705 Second Ave Suite 300
Seattle, WA 98104
Telephone No. 206-627-1367
Fed. Tax ID # 91-0900134

City

Signature & Title of Signatory

(Date _____)

Print Name of Signatory

Mailing Address:
City of Mount Vernon Parks and Enrichment Services
1717 South 13th Street
Mount Vernon Washington, 98273

EXHIBIT "A"

SCOPE OF SERVICES

Washington Trails Association, (WTA) shall provide trail maintenance volunteers, all necessary tools and equipment, and qualified crew leaders necessary to both train these volunteers in the techniques of trail maintenance and trail realignment and to provide crew leader oversight during all work events. WTA shall ensure all Crew Leaders successfully pass a background check and only WTA trained workers shall participate in Work Events.

The work performed by WTA pursuant to this Agreement shall include Volunteer Work Events supervised by WTA Crew Leaders at all times. WTA shall coordinate the dates and times of each Event with Mount Vernon Parks and Recreation Department and be responsible for the publicity and training at the Event. WTA shall ensure that a registration sheet shall be signed by all participating volunteers. City personnel may be, but are not required to be, present at Events. Once these dates/times are set for the Events, WTA will notify the City 10 days in advance of these dates/times.

EXHIBIT "B"

COMPENSATION

At the conclusion of each work Event, WTA shall be eligible for reimbursement of its expenses at the rate of no greater than \$1,500.00 per event for a total not to exceed \$10,000.00. It is understood by both parties that an Event consists of a trail maintenance, repair or construction project that typically averages 10-15 volunteers, and the volunteer hours average 100 per event.



NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823	GENERAL LIABILITY: NPIP / Munich Re. et al. AUTOMOBILE LIABILITY: NPIP / Munich Re. et al. PROPERTY: NPIP / Munich Re. et al. CRIME: NPIP / Munich Re. et al. WRONGFUL ACT LIABILITY: NPIP / Munich Re. et al. MISCELLANEOUS: NPIP / Munich Re. et al. PROFESSIONAL LIABILITY: NPIP / Munich Re. et al.
COVERED PARTY	
Washington Trails Association 705 - 2nd Avenue, Suite 300 Seattle, WA 98104	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	NPIP252653118	6/1/2025	6/1/2026	PER OCCURRENCE	\$5,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	\$10,000,000
				PRODUCT-COMP/OP	\$5,000,000
MEMBER DEDUCTIBLE: \$0				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	NPIP252653118	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
COMMERCIAL PROPERTY	NPIP252653118	6/1/2025	6/1/2026	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	\$1,000,000
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
CRIME					
COMMERCIAL CRIME	NPIP252653118	6/1/2025	6/1/2026	PER OCCURRENCE	\$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$5,000,000
(CRIME IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
WRONGFUL ACT LIABILITY (INCLUDES E&O / D&O)					
WRONGFUL ACT LIABILITY (CLAIMS MADE)	NPIP252653118	6/1/2025	6/1/2026	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000				PER MEMBER AGGREGATE	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
MISCELLANEOUS PROFESSIONAL LIABILITY					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	NPIP252653118	6/1/2025	6/1/2026	PER CLAIM	\$5,000,000
				PER MEMBER AGGREGATE	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$40,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding Trail Maintenance Work. City of Mount Vernon Parks and Enhancement is named as Additional Covered Party regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CERTIFICATE HOLDER

City of Mt Vernon Parks and Enhancement
1717 South 13th St
Mount Vernon, WA 98273

AUTHORIZED REPRESENTATIVE

ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional **Covered Party**):

City of Mt Vernon Parks and Enhancement
1717 South 13th St
Mount Vernon, WA 98273

Description of Activities / Operations / Designated Premises:

Regarding Trail Maintenance Work. City of Mount Vernon Parks and Enhancement is named as Additional Covered Party regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

With respect to coverage under the General Liability Coverage Part:

- A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract or agreement relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

- (1) The written contract or written agreement must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract or written agreement must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

- (1) This Coverage Agreement terminates;
- (2) The written contract or written agreement terminates; or
- (3) The specified activity(ies) or operations described in the above Declarations terminate.

B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

- (1) The additional **Covered Party** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

C. The Limits of Coverage applicable to the additional **Covered Party** is the lessor of those limits specified in either the:

- Written contract or written agreement; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

- a. As if each **Covered Member** were the only **Covered Member**; and
- b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged



DATE: February 11, 2026
TO: Mount Vernon City Council
FROM: Steve Sexton, Development Services Director
SUBJECT: Lincoln Theatre Foundation Presentation

RECOMMENDED ACTION:

None

INTRODUCTION/BACKGROUND:

Jessica Waggoner, Director of Operations for the Lincoln Theatre Foundation will share with the Council a presentation highlighting the Lincoln's 100th birthday and other updates.

FINDINGS/CONCLUSIONS:

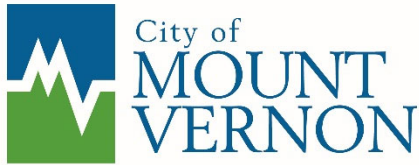
None

RECOMMENDATION:

None

ATTACHED:

N/A



DATE: February 11, 2026

TO: Mayor Donovan and City Council

FROM: Frank Reinart, PE – City Engineer

SUBJECT: GRANT AGREEMENT WITH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO CONTRACT STATE FUNDS AWARDED FOR CONSTRUCTION OF THE CARPENTER CREEK/HICKOX ROAD FISH PASSAGE IMPROVEMENT PROJECT

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to execute a grant agreement and applicant authorization form with the Washington State Recreation and Conservation Office for the state grant funding awarded for construction of the Carpenter Creek/Hickox Road Fish Passage Improvement project.

INTRODUCTION/BACKGROUND:

The City of Mount Vernon (City) and the Skagit Fisheries Enhancement Group partnered to apply for and be awarded a state grant through the Brian Abbot Fish Barrier Removal Program. This program, administered by the Washington State Recreation and Conservation Office (RCO) on behalf of the Washington State Department of Fish and Wildlife (WDFW) provides funding for local agencies to complete removals of fish habitat and migration barriers in State rivers and streams. Funding for fish barrier removal projects by this program is prioritized by the State based on the anticipated scale of fish habitat improvement anticipated.

The total state funding award for construction of this project was \$ 3,193,314. The City is required to match this award with \$ 563,526 of local funding, for a total grant agreement authorization for the construction of this project of \$ 3,756,840. Local funding for this grant match obligation will be funded from surface water utility funds.

The design effort for this project is currently at the 90 percent stage, with a public works construction contract engineering estimate of 3,800,000. This estimate does not include expenses associated with future contracted construction engineering support, restoration monitoring and documentation, fish recovery monitoring and documentation, and construction inspection services. If needed, additional funding required to complete construction and provide supporting services as needed during construction can be funded from surface water utility funds.

FINDINGS/CONCLUSIONS:

The City is required to execute an RCO-provided grant agreement and an applicant authorization form in order to contract the awarded state funds for construction of the project and related activities (e.g. construction inspection, documentation, etc.).

Once the grant agreement has been executed by both the Mayor and RCO, state funds will be available to support an advertisement for bids in late 2026 for summer/fall 2027 construction to complete the project. Most construction activities, including “in-water” work for Carpenter Creek, need to be completed before September 30, 2027 to conform with the “fish window” construction requirements of the project Hydraulic Project Approval (HPA) to be issued by WDFW later in 2026.

RECOMMENDATION:

Motion to authorize the Mayor to execute a grant agreement and applicant authorization form with the Washington State Recreation and Conservation Office for the state grant funding awarded for construction of the Carpenter Creek/Hickox Road Fish Passage Improvement project.

ATTACHED:

1. RCO Grant Agreement Number 23-1949R – Carpenter Creek/Hickox Road Fish Passage Improvement Project
2. RCO Applicant Authorization Form – Carpenter Creek/Hickox Road Fish Passage Improvement Project

Project Sponsor: City of Mount Vernon**Project Number:** 23-1949R
Sponsor Number: FBRB-05**Project Title:** Carpenter Creek Hickox Rd Culvert Replacement**Approval Date:** 07/01/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Mount Vernon (Sponsor, and primary Sponsor), 1717 South 13th St, Mount Vernon, WA 98274, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Bldg Const and/or Natural Climate Solns Acct of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

This project proposes to correct a fish barrier culvert (CR28) on Carpenter Creek to provide access to 2.62 miles of upstream habitat. CR28 is part of a coordinated effort to remove all barriers the Carpenter Creek watershed, which will cumulatively provide access to 7.4 miles of high quality spawning and rearing habitat upstream. This proposal focuses on construction of a fish passable structure under East Hickox Road and stream habitat enhancement along 400 ft of the stream. The design phase is being funded by FBRB grant #21-1391. Carpenter Creek is located in the lowest part of the Skagit River watershed and drains into Fisher Creek/Slough about a half a mile before draining into the South Fork of the Skagit River in the delta area. Carpenter Creek supports documented populations of summer and winter steelhead, coho salmon and resident cutthroat trout, and is gradient accessible by Chinook, chum and pink salmon (Statewide Washington Integrated Fish Distribution database).

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2025 (project start date) and ends on December 31, 2027 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this restoration project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$3,193,314.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - BA Fish Barrier Removal Board	85.00%	\$3,193,314.00	State
Project Sponsor	15.00%	\$563,526.00	
Total Project Cost	100.00%	\$3,756,840.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of

the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Brian Abbott Fish Barrier Removal Board -Manual 22
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

FINAL DESIGNS REQUIRE TRT APPROVAL

Final designs, currently scoped under project 21-1391, must meet approval by the WDFW Technical Review Team, prior to RCO approving reimbursement of construction costs.

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): CR28 Worksite APE

State - RCO Lead: Survey required, may proceed with Geotech/soils: This agreement requires compliance with Executive Order 21-02. RCO has completed initial consultation for this project and a cultural resources survey is required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings in the project area. Archaeological monitoring of any proposed geotechnical borings, investigations, or test pits may be included as part of the cultural resources survey. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Blaine Chesterfield
Engineering Manager
1024 Cleveland Avenue
Mount Vernon, WA 98273
blainec@mountvernonwa.gov

RCO Contact

Josh Lambert
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
Josh.Lambert@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 23-1949, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

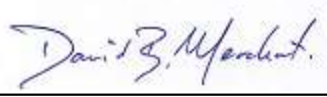
The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Mount Vernon**By:** _____**Date:** _____**Name (printed):** _____**Title:** _____**State of Washington Recreation and Conservation Office**

By: _____
For: Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 01/31/2025

Project Sponsor: City of Mount Vernon

Project Number: 23-1949R

Sponsor Number: FBRB-05

Project Title: Carpenter Creek Hickox Rd Culvert Replacement

Approval Date: 07/01/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, Hickox Road @ Silver Arrow Bowmen Park

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Lamprey, Rainbow, Searun Cutthroat

Type Of Monitoring (C.0.d.1):

Implementation Monitoring
SFEG and the City of Mount Vernon will be on site for construction monitoring and will also complete post-construction inspection on the bridge and stream channel. SFEG spawner survey program will complete surveys in this reach of Carpenter Creek for years after the project is completed to document project effectiveness.

Fish Passage Improvement

Miles Of Stream Made Accessible (FBRB):

2.62

Updated from 1.8miles to 2.62miles based upon WDFW habitat survey (JF). This is the distance from the Hickox Road culvert to the next upstream partial barrier (CR100). This culvert is scheduled to be fixed in 2025. The next (and last) partial barrier culvert upstream from here is being proposed for funding in this FBRB round. When all of these barrier culverts are removed, it will open up access to 7.4 total miles of high quality spawning and rearing habitat.

Miles Of Stream Made Accessible (SRFB) (C.2.b.1):

0.00

There is a partial downstream barrier owned by Skagit County (CR26) that is in progress for design and is a high priority for County implementation funding.

Type Of Barrier (C.2.b.3):

Culvert

Culvert installed or improved (C.2.f.1)

Number of culverts (C.2.f.2):

1

Miles of stream made accessible by culvert installation/repair (C.2.f.3):

2.62

Updated from 1.8miles to 2.62miles based upon WDFW habitat survey (JF).

Instream Habitat Project

Total Miles Of Instream Habitat Treated (C.4.b):

0.08

Channel structure placement (C.4.d.1)

Material Used For Channel Structure (C.4.d.2):

Individual Logs (Unanchored), Rocks/Boulders (Unanchored)

Miles of Stream Treated for channel structure placement (C.4.d.3):

0.08

Approx 400 linear feet of stream will be enhanced

Pools Created through channel structure placement (C.4.d.5):

adjacent to the new culvert structure.
15

Number of pools created is an estimate. Final design will determine the exact placement of wood and boulder habitat features. The stream will naturally form pools and riffles through localized velocity and sediment gradation differences, depending on the placement of the meander bars, boulders, steps, and woody material.

Number of structures placed in channel (C.4.d.7):

45

The number of key pieces proposed for this project is 14 pieces and the total number of large woody material pieces is 45. The channel complexity features proposed for this crossing also include both small and large woody material (SWM and LWM) in restored open-channel areas. Habitat boulders are proposed at a density of 1.1 boulders per lineal feet of restored channel, determined by conditions in the upstream reference reach.

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Mount Vernon

Project Number: 23-1949R

Sponsor Number: FBRB-05

Project Title: Carpenter Creek Hickox Rd Culvert Replacement

Approval Date: 07/01/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2025	
	Applied for Permits	08/11/2025	
	Cultural Resources Complete	10/05/2025	Section 106 through match funder NOAA
	Progress Report Due	12/31/2025	
	Permits Complete	02/28/2026	
	Final Design to RCO	03/27/2026	RCO project 21-1391 deliverable
	Progress Report Due	06/30/2026	
	Annual Project Billing Due	11/30/2026	
	Progress Report Due	12/31/2026	
	Bid Awarded/Contractor Hired	01/31/2027	
	Landowner Agreement to RCO	03/15/2027	
	Funding Acknowl Sign Posted	06/15/2027	
	Progress Report Due	06/30/2027	
	Restoration Started	08/31/2027	
	Restoration Complete	11/30/2027	
	RCO Final Inspection	12/01/2027	
	Other	12/31/2027	As-built designs if necessary
	Agreement End Date	12/31/2027	
	Final Report Due	12/31/2027	
	Final Billing Due	12/31/2027	

Project Sponsor: City of Mount Vernon

Project Number: 23-1949R

Sponsor Number: FBRB-05

Project Title: Carpenter Creek Hickox Rd Culvert Replacement

Approval Date: 07/01/2025

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE.....	9
CITATIONS, HEADINGS AND DEFINITIONS	9
PERFORMANCE BY THE SPONSOR.....	12
ASSIGNMENT	12
RESPONSIBILITY FOR PROJECT	12
INDEMNIFICATION.....	12
INDEPENDENT CAPACITY OF THE SPONSOR.....	13
CONFLICT OF INTEREST	13
COMPLIANCE WITH APPLICABLE LAW	13
ARCHAEOLOGICAL AND CULTURAL RESOURCES	14
RECORDS.....	15
PROJECT FUNDING.....	16
PROJECT REIMBURSEMENTS	16
ADVANCE PAYMENTS.....	16
RECOVERY OF PAYMENTS.....	16
COVENANT AGAINST CONTINGENT FEES.....	17
INCOME (AND FEES) AND USE OF INCOME.....	17
PROCUREMENT REQUIREMENTS.....	17
TREATMENT OF EQUIPMENT AND ASSETS.....	18
RIGHT OF INSPECTION.....	18
STEWARDSHIP AND MONITORING	18
ACKNOWLEDGMENT AND SIGNS.....	18
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	18
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	19
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS	19
ORDER OF PRECEDENCE	20
LIMITATION OF AUTHORITY	20
WAIVER OF DEFAULT	20
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	20
SPECIFIC PERFORMANCE	21
TERMINATION AND SUSPENSION	21
DISPUTE HEARING	22
ATTORNEYS' FEES.....	22
GOVERNING LAW/VENUE.....	22
SEVERABILITY	23
END OF STANDARD TERMS AND CONDITIONS.....	23

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally

funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of

any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

- 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
 - E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources** are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.

- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due

and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
- 2) In a reasonably safe condition for the project's intended use;
- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
- 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding state executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the

application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the

Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



Applicant Resolution/Authorization

Organization Name (sponsor) City of Mount Vernon

Resolution No. or Document Name City Council Agenda for February 11, 2026

Project(s) Number(s), and Name(s) 23-1949R - Carpenter Creek Hickox Rd Culvert Replacement

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Peter Donovan, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Frank Reinart, City Engineer
RCO Grant Agreement (Agreement)	Peter Donovan, Mayor
Agreement amendments	Peter Donovan, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Peter Donovan, Mayor

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor, Peter Donovan Date _____

On File at: Mount Vernon, City Hall, 910 Cleveland Ave, Mount Vernon, WA 98273

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: City Council Meeting-1805 Continental Pl, Mount Vernon Date: 2/11/2026

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



DATE: February 11, 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 motion, 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:

Approval.

ATTACHED:

Resolution

Program Cost Estimate

FCI Build Sheet for K9 Vehicle and Equipment

RESOLUTION NO. 1090

A RESOLUTION OF THE CITY OF MOUNT VERNON, WASHINGTON APPROVING THE EXPENDITURE OF GENERAL FUNDS FOR THE REINSTATEMENT OF A MOUNT VERNON POLICE DEPARTMENT K9 PROGRAM

RESOLUTION

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

WHEREAS, the City finds that criminal drug activity has increased significantly, threatening the public safety, health and welfare of the community as a whole; and

WHEREAS, the reinstatement of a modernized K9 program would directly support law enforcement's ability to identify and intercept illegal opioids, assist in criminal drug investigations; and

WHEREAS, the reinstatement of a modernized K9 program will strengthen partnerships with other local law enforcement agencies assisting in investigations and the abatement the production and distribution of illegal opioids introduced and trafficked in our local community; and

WHEREAS, the City finds that there exists sufficient general funds available to both meet the goals and objectives of re-instating a K-9 program, while fully allocating opioid settlement funds received to-date to existing City prevention and remediation programs including the City's Integrated Outreach Services program and future remediation programs .

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED,

The City Council authorizes the allocation of general funds for the purpose of reinstating the Mount Vernon Police Department K9 program, including initial startup and ongoing operational costs as previously budgeted in the City's 2026 annual budget.

ADOPTED by the City Council of the City of Mount Vernon on this ____ day of February 2026.

Signed in Authentication this _____ day of February 2026.

Peter Donovan, Mayor

Approved as to form:

Attest: _____

Becky Jensen, City Clerk

Kevin Rogerson, City Attorney

DRAFT

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	150A equipment group
3.5L V6 EcoBoost w/ 10-Speed Auto Trans	LT26570R18C BSW All-terrain
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	

Police Equipment

Whelen InnerEdge, front, DUO	Vertex LEDs, corners, high mount
Whelen Tracers, DUO, running boards	Havis full containment K9 insert K9-F23-1
100W Speaker	Hot n Pop door pop and heat alarm, fan
CenCom Core Control Head	Setina PB450L4 pushbars with LEDs
D&R Console w/Cupholder, laptop mount	Dual Weapon Rack
Map Light	Timer
Tri Plug	LED spotlight
	Radio install

Cash Price: **\$81,855.00**