

**Skagit County Clean Water District
Edison Subarea**

Meeting Agenda – May 25, 2022

REGULAR BOARD MEETING

Held at Burlington Edison Elementary School

- 1. Call to Order**
- 2. Opening Public Comment**
- 3. Consent Agenda:**
 - A. Prior Meeting Minutes
 - B. Fund 150 Invoices
- 4. Communications:**
 - A. Lift Station readings and School Tank Report
- 5. Old Business**
 - A. Monthly Operator Report
 - B. Monthly Maintenance Contractor Report
- 6. New Business**
 - A. Scott Mangold's Proposed New Assessment Worksheets
 - a. 2022 Assessments – Current Methodology
 - b. 2022 Assessments – Proposed Methodology
 - B. Hand Written Possible Assessment Methodology sent by Consultant Dahlstedt
- 7. Other Business**
 - A. One-Year Ravenhead Municipal Services Contract Extension
 - B. Draft Contract – Gray and Osborne – Capacity Study
- 8. Closing Public Comment**
- 9. Adjourn**

Edison Clean Water District

Meeting Minutes

Meeting of April 27, 2022

Call to Order: The meeting was called to order at 5:04PM with the following board members present: Jeff Haddox, Scott Mangold, Bernie Alonzo, Tom Skinner, and Darryl Kvistad. Also present were Erin Langley, Senior Water Resource Planner for the County, Greg Young from Ravenhead Municipal Services, and Operator Don Erickson.

Also present were Skagit County Commissioner Ron Weisen and consultant Ken Dahlstedt,

Opening Public Comment: None

Consent Agenda: The minutes from the Board's March 23rd regular meeting minutes and the below detailed vouchers were approved following a motion by Mr. Skinner and seconded by Mr. Mangold:

4/27/22-1	Drain Doctor	\$ 1,634.08
4/27/22-2	Ravenhead Municipal	\$ 900.00
4/27/22-3	City of Burlington	\$ 766.56
4/27/22-4	Trojan UV	\$ 1,545.32
4/27/22-5	BE School District	\$ 6,937.31
4/27/55-6	Edge Analytical	\$ 136.00

Communications: Mr. Young covered the communications for tonight's meeting by noting that it included an email explaining our current assessment methodology to Mr. John Highet, owner of the Old Edison Inn. This led to a discussion with the Board regarding our methodology in general and specifically how the commercial sites are assessed. The Board discussed how, when we assign a certain dollar assessment goal (for example BOD) between the residents and commercial sites, this fixes the dollars allocated between the two classes of customers and means that the commercial sites "compete" amongst themselves for these charges – it was noted that this may lessen the desire for any specific commercial site to lower their fees since any change would not be as great as it would be if all customers (residents and commercial) were assigned their costs by their proportionate share of each cost category.

Mr. Mangold had given this potential inequity some thought and worked up an alternative methodology that assigns ERU (equivalent residential units) to each commercial site based on their annual flow and strength – by using this method of assigning costs, all customers are charged an equivalent share based on their relative contribution to the flow/strength into the Plant and should a particular commercial site take steps to lower their flow or strength, their lower fees would be redistributed amongst all users. Mr. Mangold felt this methodology is both easier to understand/explain and also fairer.

After this conversation, it was agreed that Mr. Mangold would send his worksheets out to the Board and it would be included in the next month's agenda for further discussion.

Old Business: Mr. Erickson reported on the operations of the plant by noting that the last month was good with no apparent problems. He did note that the floats controlling flow into the drainfield were checked and they are set correctly. It had been hoped that perhaps one or more of the floats were set at an incorrect elevation which may have explained why the flow is cutoff during higher flow events. It was noted that it was good that we checked these settings as we attempt to address our flow and drainfield issues.

Mr. Erickson also brought to the Board's attention that the vault lids have become buried over time and need to be uncovered. It was decided to have the school district personnel perform this task.

New Business: - None

Other Business: - None

Adjourn: With no further business to be conducted, the meeting was conference call ended at 6:42 PM.

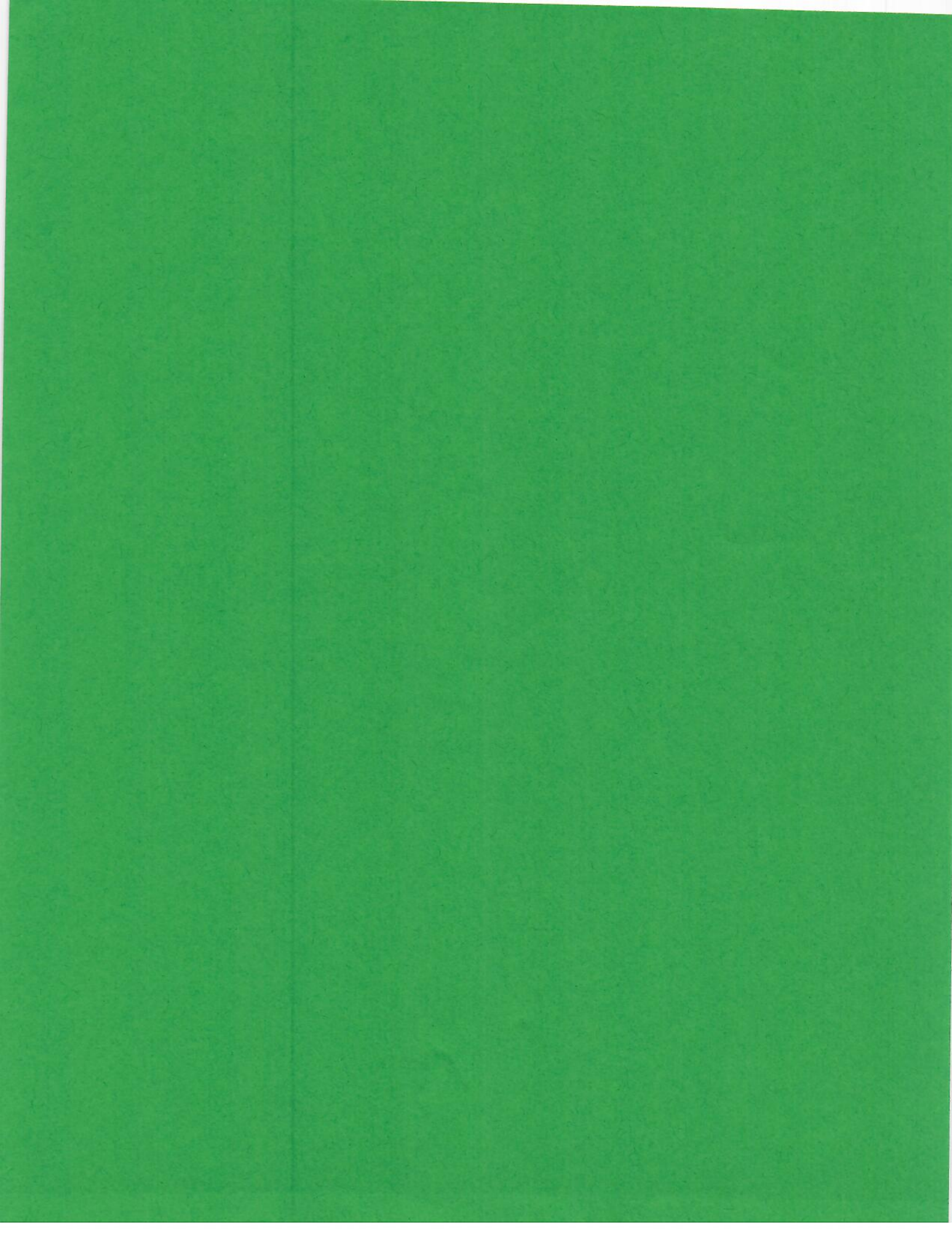
Committee Member

Committee Member

Committee Member

Committee Member

Committee Member



Report for May 25, 2022 meeting

Skagit County Edison Clean Water District

CASH FLOW REPORT - 2022

Fund No. 150 - Operations and Maintenance

January 2022 Beginning Cash Balance	\$415,671.85
Adjustment to County Treasurer Statement	\$0.00
2022 Revenues to Date	\$0.00
2022 Expenditures to Date	\$46,025.36
2022 Ending Cash Balance	<u><u>\$369,646.49</u></u>

2022 Expenditure Detail by Vendor

	Operations	Capital	Permit Compliance
The Drain Doctor	\$13,697.40		
Ravenhead Municipal Services	\$4,500.00		
Edge Analytical			\$373.00
Underground Utility Locate Service	\$2.58		
City of Burlington			\$3,211.64
Burlington Edison School District	\$22,192.53		
Coast Controls	\$265.93		
State Department of Ecology			
Trojan UV	\$1,545.32		
Dahl Electric	\$236.96		
Subtotal	\$42,440.72	\$0.00	\$3,584.64
TOTAL	\$46,025.36		

Skagit County Clean Water District Edison Subarea

YEAR 2022 Fund 150 Expenditure Tracking Sheet

<u>Tracking Number</u>	<u>Payee</u>	<u>Amount</u>	<u>Total</u>
1/10/22-1	Edge Analytical (2021 Expense)	\$237.00	
		<i>Total for Year</i>	\$237.00 \$ 237.00
1/26/22-1	The Drain Doctor	\$ 2,018.58	
1/26/22-2	Ravenhead Municipal	\$ 900.00	
1/26/22-3	City of Burlington	\$ 474.94	
1/26/22-4	BE School District	\$ 4,465.05	
		<i>Total for Year</i>	\$ 7,858.57 \$ 8,095.57
2/23/22-1	The Drain Doctor	\$ 4,618.83	
2/23/22-2	Ravenhead Municipal	\$ 900.00	
2/23/22-3	City of Burlington	\$ 728.06	
2/23/22-4	Utilities Underground	\$ 1.29	
2/23/22-5	Dahl Electric	\$ 236.96	
		<i>Total for Year</i>	\$ 6,485.14 \$ 14,580.71
3/23/22-1	The Drain Doctor	\$ 2,230.83	
3/23/22-2	Ravenhead Municipal	\$ 900.00	
3/23/22-3	City of Burlington	\$ 621.04	
3/23/22-4	Coast Controls	\$ 265.93	
3/23/22-5	BE School District	\$10,790.17	
		<i>Total for Year</i>	\$14,807.97 \$ 29,388.68
4/27/22-1	The Drain Doctor	\$ 1,634.08	
4/27/22-2	Ravenhead Municipal	\$ 900.00	
4/27/22-3	City of Burlington	\$ 766.56	
4/27/22-4	Trojan UV	\$ 1,545.32	
4/27/22-5	BE School District	\$ 6,937.31	
4/27/22-6	Edge Analytical	\$ 136.00	
		<i>Total for Year</i>	\$11,919.27 \$ 41,307.95

<u>Tracking Number</u>	<u>Payee</u>	<u>Amount</u>	<u>Total</u>
5/25/22-1	The Drain Doctor	\$ 3,195.08	
5/25/22-2	Ravenhead Municipal	\$ 900.00	
5/25/22-3	City of Burlington	\$ 621.04	
5/25/22-4	Underground Locate	\$ 1.29	
			\$ 4,717.41
		<i>Total for Year</i>	\$ 46,025.36

Skagit County Clean Water District

Edison Subarea

FUND 150

Tracking Number:

5/25/22-1

Voucher Cover Sheet

We, the undersigned members of the Edison Subarea Board do hereby recommend that the invoices detailed below be forwarded to the Skagit County Commissioners for consideration for payment. We have reviewed these costs and supporting materials and have determined that they are proper and accurate.

DATE	PAYEE	DESCRIPTION	BARS	AMOUNT
5/9/2022	The Drain Doctor	Invoice #37971 - Pumped Recirc	150.582.00.41.10	\$169.00
5/3/2022		Invoice #37975 - repaired meter		\$150.00
5/2/2022		Invoice #38251 - monthly contract		\$1,412.08
4/20/2022		Invoice #38260 - lab fees		\$1,464.00
		TOTAL		\$3,195.08

Date: _____

Signed: _____



THE DRAIN DOCTOR • Since 1979 •

37971

Licensed & Bonded

14062 Hillwood Drive • Bow, WA 98232 • (360) 757-3017 • Contractor Lic. #DRAIND*055DH

- Drain & Sewer Cleaning • Septic Tank Pumping
- Sewer Line Repair
- Video Pipeline Inspections
- Septic Inspections
- High Pressure Line Jetting
- Septic / Sewer Inspection

Page 1 of 1

DATE OF ORDER

5-9-22

CUSTOMER'S ORDER NO. <u>PO # 2216</u>	PHONE	E-MAIL	CELL	STARTING DATE <u>5-9-22</u>
BILL TO <u>Edison sub. area.</u>				ORDER TAKEN BY <u>M. H. R.</u>
ADDRESS				TIME STARTED
CITY				TIME ENDED
JOB NAME & LOCATION <u>Re-circ tank.</u>				JOB PHONE
TECHNICIAN <u>JOSE</u>		TECHNICIAN ASSISTANT		OTHER

DESCRIPTION OF WORK

Pumped re-circ tank back to the main tank.

PER UNIT TOTAL

TOTAL MATERIALS

TOTAL LABOR

SUB TOTAL

TAX

TOTAL AMOUNT \$

DATE COMPLETED

WORK ORDERED BY

FINANCE CHARGE OF 1.5 % NET 30 DAYS

☐ No one home☒ Total amount due for above work or:☐ Total billing to be mailed after completion of work

Signature

I hereby acknowledge the satisfactory completion of the above described work.



THE DRAIN DOCTOR

• Since 1979 •

37975

Licensed & Bonded

14062 Hillwood Drive · Bow, WA 98232 · (360) 757-3017 · Contractor Lic. #DRAIND*055DH

- Drain & Sewer Cleaning · Septic Tank Pumping
- Sewer Line Repair
- Video Pipeline Inspections
- Septic Inspections
- High Pressure Line Jetting
- Septic / Sewer Inspection

Page 1 of 1

DATE OF ORDER

5-3-22

CUSTOMER'S ORDER NO. <u>PO # 2216</u>	PHONE	E-MAIL	CELL	STARTING DATE <u>5-3-22</u>
BILL TO <u>Edison Sub-Area</u>				ORDER TAKEN BY <u>Mike</u>
ADDRESS				TIME STARTED
CITY				TIME ENDED
JOB NAME & LOCATION <u>5852 Farm-market rd</u>				JOB PHONE
TECHNICIAN <u>Mike</u>		TECHNICIAN ASSISTANT		OTHER

DESCRIPTION OF WORK

PER UNIT TOTAL

Replaced failed Elapsed time meter.

* Lots of corrosion in this panel, if the meter still does not record properly the entire panel should be replaced

TOTAL MATERIALS

\$55.00

TOTAL LABOR

\$95.00

SUB TOTAL

150 -

TAX

-

DATE COMPLETED

WORK ORDERED BY

Bond

TOTAL AMOUNT

\$

150 -

FINANCE CHARGE OF 1.5 % NET 30 DAYS

☐ No one home

☐ Total amount due for above work or:

☐ Total billing to be mailed after completion of work

Signature

I hereby acknowledge the satisfactory completion of the above described work.



THE DRAIN DOCTOR

• Since 1979 •

38251

Licensed & Bonded

14062 Hillwood Drive • Bow, WA 98232 • (360) 757-3017 • Contractor Lic. #DRAIND*055DH

- Drain & Sewer Cleaning • Septic Tank Pumping
- Sewer Line Repair
- Video Pipeline Inspections
- Septic Inspections
- High Pressure Line Jetting
- Septic / Sewer Inspection

Page ____ of ____

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	E-MAIL	CELL	STARTING DATE 5/2/22
BILL TO	Edison Sub Area			ORDER TAKEN BY
ADDRESS				TIME STARTED
CITY				TIME ENDED
JOB NAME & LOCATION				JOB PHONE
TECHNICIAN	TECHNICIAN ASSISTANT		OTHER	

DESCRIPTION OF WORK

Contract # C-20200737 - May

PER UNIT	TOTAL
	1412.08

TOTAL MATERIALS

TOTAL LABOR

SUB TOTAL

TAX

TOTAL AMOUNT \$

1412.08

DATE COMPLETED

WORK ORDERED BY

FINANCE CHARGE OF 1.5 % NET 30 DAYS

☐ No one home

☐ Total amount due
for above work or:

☐ Total billing to
be mailed after
completion
of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.



THE DRAIN DOCTOR • Since 1979 •

38260

Licensed & Bonded

14062 Hillwood Drive • Bow, WA 98232 • (360) 757-3017 • Contractor Lic. #DRAIN*055DH

- Drain & Sewer Cleaning • Septic Tank Pumping
- Sewer Line Repair
- Video Pipeline Inspections
- Septic Inspections
- High Pressure Line Jetting
- Septic / Sewer Inspection

Page ____ of ____

DATE OF ORDER

CUSTOMER'S ORDER NO. PO# 2216	PHONE	E-MAIL	CELL	STARTING DATE
BILL TO Edison Sub Area				ORDER TAKEN BY 7/20/20
ADDRESS				TIME STARTED
CITY				TIME ENDED
JOB NAME & LOCATION				JOB PHONE
TECHNICIAN	TECHNICIAN ASSISTANT		OTHER	

DESCRIPTION OF WORK

Lab fees

Ref # 22-12373

PER UNIT

TOTAL

1464-

TOTAL MATERIALS

TOTAL LABOR

SUB TOTAL

1464

TAX

DATE COMPLETED

WORK ORDERED BY

TOTAL AMOUNT \$

1464.00

FINANCE CHARGE OF 1.5 % NET 30 DAYS

☐ No one home☐ Total amount due
for above work or:☐ Total billing to
be mailed after
completion
of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Signed:



Ravenhead Municipal Services

5 Sanwick Point Court

Bellingham WA 98229

360.410.8626

younger@comcast.net

May 22, 2022

INVOICE NO. 2022-05-5

BILL TO:

Skagit County Permit and Planning
1800 Continental Place
Mount Vernon WA 98273

May 2022 Billing Summary

DESCRIPTION

May 2022 Contractual Service Fee

\$900.00

Thank You

BALANCE DUE \$900.00

Signed: _____

Skagit County Contract #C20200272 Billing for Edison Sewer

Operator	Date	Hours of Service	Mileage	Description	Materials/Supplies	Service Fee	Mileage 2022	Administration Fee	Total
Don Erickson						\$ 60.00	\$ 0.585	10%	
	4/5/2022	1		Review Lab data, Flow and DMR		60.00	-	6.00	66.00
						-	-	-	-
						-	-	-	-
	4/4/2022	2	21	Sampled		120.00	12.29	13.23	145.52
						-	-	-	-
	4/27/2022	2		Meeting w/ Edison Board		120.00	-	12.00	132.00
	4/28/2022	2	21	Cleaned UV Lamps		120.00	12.29	13.23	145.52
	4/1/22 to 4/30/22	2		Monitor SCADA System		120.00	-	12.00	132.00
						-	-	-	-
						-	-	-	-
						-	-	-	-
						-	-	-	-
						-	-	-	-
						-	-	-	-
Totals		9	42			\$ 540.00	\$ 24.58	\$ 56.46	621.04

Skagit County Clean Water District

Edison Subarea

FUND 150

Tracking Number:

5/25/22-4

Voucher Cover Sheet

Voucher Cover Sheet
We, the undersigned members of the Edison Subarea Board do hereby recommend that the invoices detailed below be forwarded to the Skagit County Commissioners for consideration for payment. We have reviewed these costs and supporting materials and have determined that they are proper and accurate.

DATE	PAYEE	DESCRIPTION	BARS	AMOUNT
4/30/2022	Underground Locates	Invoice #2040304	150.540.48.10	\$1.29
			TOTAL	\$1.29

Date:

Signed:

This image shows a blank sheet of white paper with five horizontal black lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

UTILITIES UNDERGROUND LOCATION CENTER.

Remittance Address

P.O. Box 3701

Seattle, WA 98124-3701

(410) 712-0082

Invoice No.	2040304
Invoice Date	04/30/2022
Month of Service	April
Billing Code	CLNWTR1
Account Number	150800
PO #	

EDISON CLEAN WATER

GREG YOUNG

5 SANWICK POINT COURT

BELLINGHAM, WA 98229

Current Costs associated with your participation in UTILITIES UNDERGROUND LOCATION CENTER.

Description		Amount
Excavation Notifications for the month: 1		\$1.29
Voice Ticket Delivery: 1 at \$0.00		\$0.00
TOTAL:		\$1.29

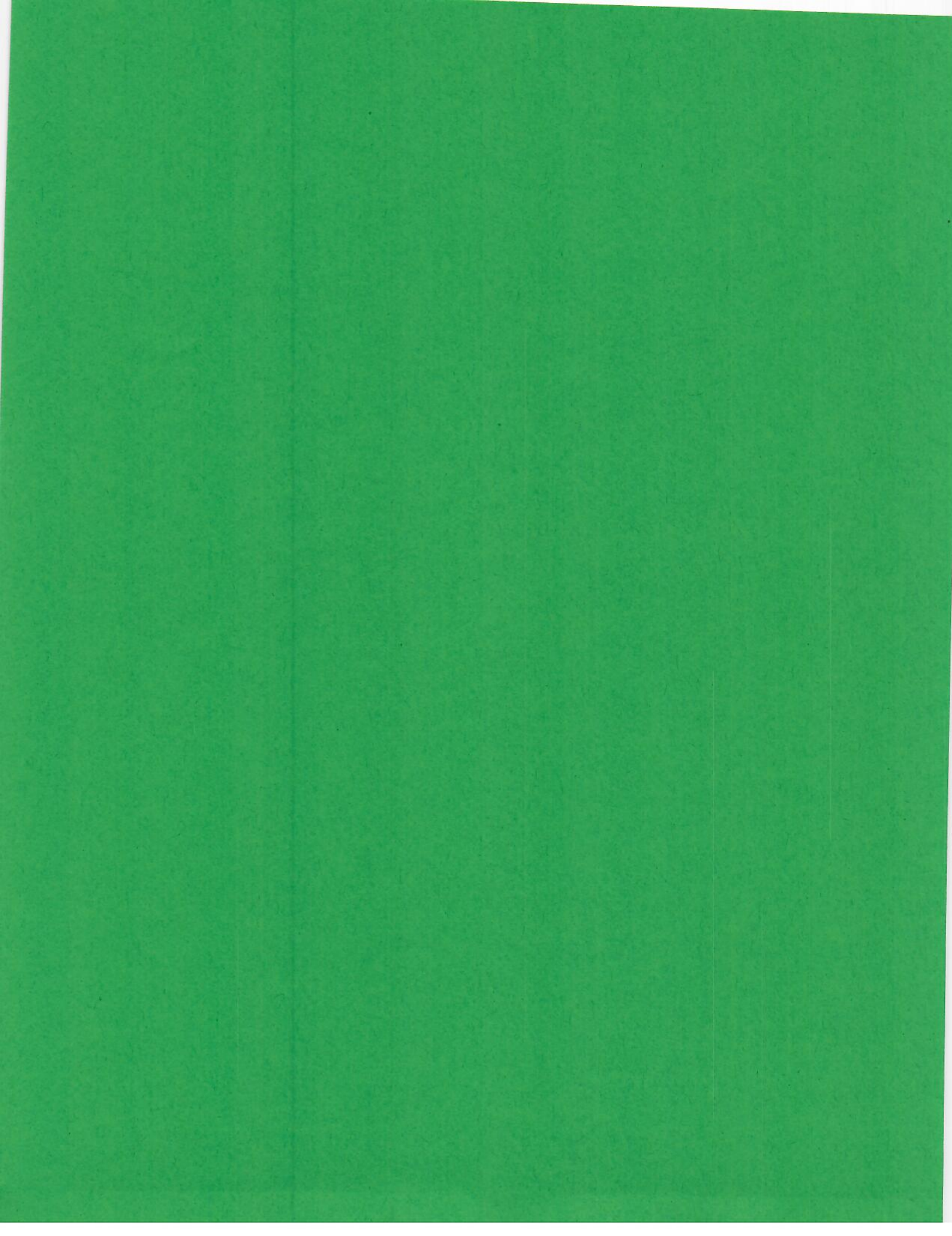
District Code	Tickets	District Code	Tickets	District Code	Tickets	District Code	Tickets	District Code	Tickets
CLNWTR01	1								

If you would like to pay by ACH/EFT, please email Melissa Jackson at melissajackson@occinc.com.

REMITTANCE COPY

Company Name:	EDISON CLEAN WATER
Account Number:	150800
Invoice Number:	2040304
Invoice Date:	04/30/2022
Amount Due:	\$1.29

Make Check Payable to: Utilities Underground Location Center
PO Box 3701
Seattle, WA 98124-3701



Edison Lift Station

Date: 5-9-22

Tech: Jose

Counter # 1

Events 38964

Run Time 2229.94

Counter # 2

Events 38056

Run Time 5671.41

Siemens Totalizer 22733116.1

Comments: All normal.

Draw Downs _____

North Pump	<u>✓</u>	Inches	<u>1 1/4"</u>	Min	<u>1min</u>
South Pump	<u>✓</u>	Inches	<u>1"</u>	Min	<u>1min</u>

Site# 74

Techs: JOSE

Date: 5-9-22

48

Edison School

Panel Readings

#1

Hr: 1094.13

Events: 33493

Ordn: /

#2

Hr: 1122.15

Events: 33339

Ordn: /

scum:

sludge:

scum:

sludge:

scum:

sludge:

scum:

sludge:

scum:

sludge:



Access Lids

3000 gal



basket Filters

filters cleaned ()



1500 gal

basket filter

filter cleaned ()

pump vault

Comments:



April 30, 2022

Edison WWTF Operators Report

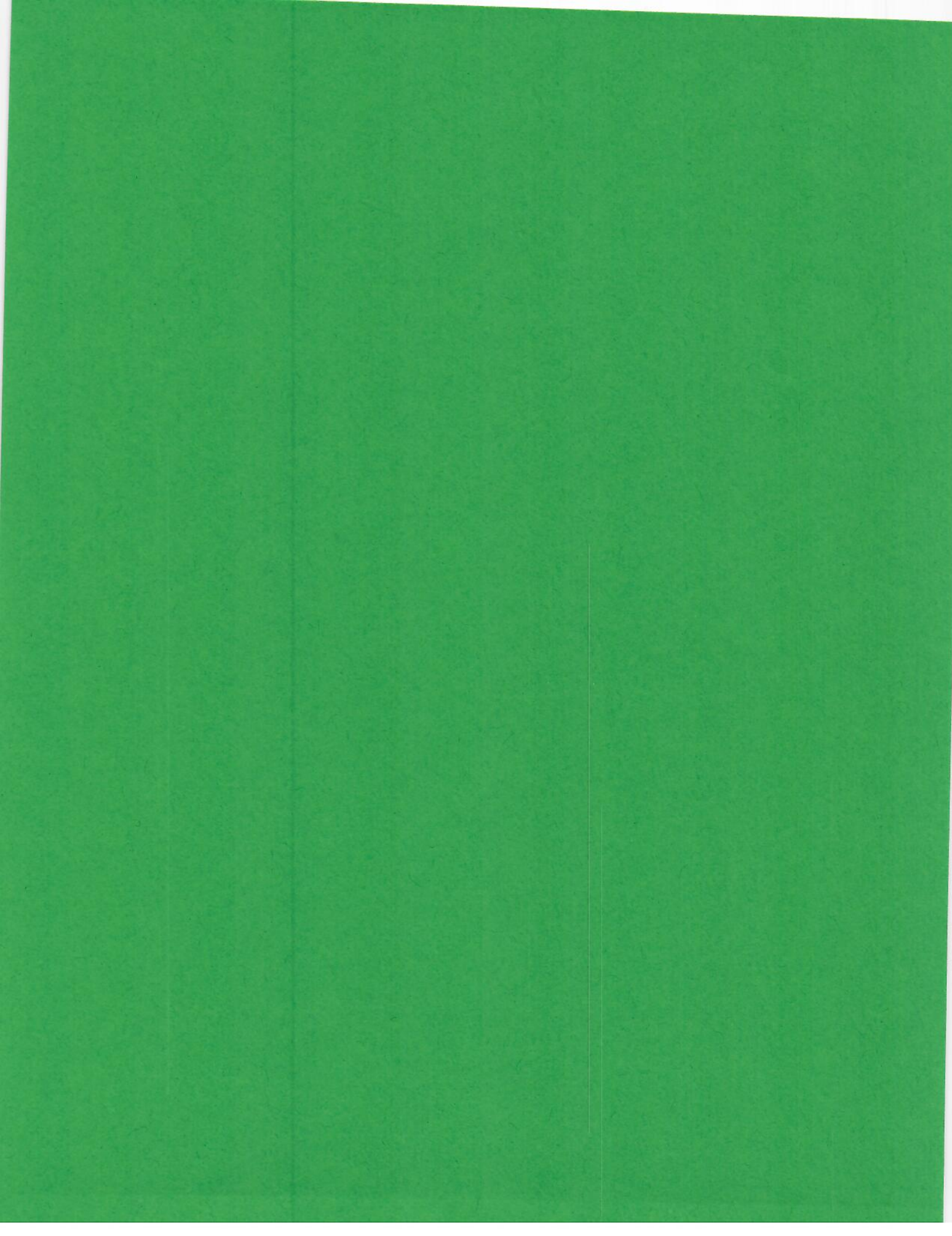
April 4th, Erin and I collected monthly samples for analysis at Edge Analytical. The flow was 5268 gallons and the return rate was 7.7:1. The recirculating tank pH was 6.7, and effluent pH was 7.0. I inspected the site and was unable to observe any ponding on the gravel filters by sight or smell and could hear the recirculating gravel filter pumps cycle. A visual inspection of the UV system and recirculating ball both appeared to be functioning correctly.

April 15th, The Edge analytical report showed a Fecal count of <1.8 MPN/100ml and a 77% reduction in TSS and an 81% reduction in BOD, all found to be within the expected range.

April 28th, Erin and I cleaned the UV lamps and the recirculating ball valve. A visual inspection of the UV system and recirculating ball valve both appeared to be functioning correctly. I took core samples with a Sludge Judge in the recirculating tank and found .5' in the influent and 2.0' in the effluent end. The flow was 6864 gallons and the return rate was 5.9:1, all found to be within the expected range.

Sincerely,

Don Erickson
Sewer Department Supervisor



Proposed New Rate Structure - Sheets

To bernie.alonzo@gmail.com <bernie.alonzo@gmail.com> • skinner@fidalgo.net <skinner@fidalgo.net> • scott@breadfarm.com <scott@breadfarm.com> • dkvistad@gmail.com <dkvistad@gmail.com> • jhaddox@be.wednet.edu <jhaddox@be.wednet.edu> • betsyds@co.skagit.wa.us <betsyds@co.skagit.wa.us> • erinl@co.skagit.wa.us <erinl@co.skagit.wa.us> • Don Erickson <derickson@burlingtonwa.gov> • Kristine Tamman <tamman@wavecable.com> • Greg Young <youngest@comcast.net>

Attached are 2 Microsoft Excel files. If you do not own Microsoft Excel, you should be able to open the files in Google Sheets.

1. Current Rate Structure: I am using the abbreviation (CS) for Current Structure
2. Proposed Rate Structure: I am using the abbreviation (PS) for Proposed Structure

Within each file there are multiple pages labeled on the tabs at the bottom of the screen.

The 1st sheet in each file is an unchangeable copy of what each rate structure would look like with the 2022 assessment data for FLOW, BOD and FOG. The CS RATE SHEET with actual 2022 data reads nearly identical to the 2022 Assessments. (the original has an error in the FOG %'s split between residential and commercial transferring from the data with a 1% variation)

The 2nd sheet in each file can be manipulated.

1. There are pink colored boxes on the sheets that will multiply the commercial flow loading up or down so that we can explore the impacts of changes in commercial loading. We are able to change only 1 commercial (I chose Breadfarm to not raise any hackles) or we can change all of the commercials by the same multiple.
2. Within the both Current Structure(CS) and Proposed Structure(PS), we can also change: The total revenue GOAL. The split of this GOAL into 20% FLOW and 40% each BOD & FOG. The number of Residential Users.
3. Within the Proposed Structure, we can additionally change the BASE RATE. This is an important part of the proposed change. In the PS it is the BASE RATE that sets the rates for each component FLOW, FOG, BOD. In fact, it is necessary to change the BASE RATE if we want to compare the 2 rate structures at the same level of revenue.

The last 4 sheets (tabs) are the data sheets for FLOW, BOD and FOG, just as we have used them for our Current Rate Structure. The data is the actual numbers from the 2022 assessments.

Why change?

For starters, the PS is easier to follow and explain. The actual rates differ very little when looking at our last few years of loading. They tend to favor residential rates being lower.

Second, I started looking at what happens in our current structure if the commercial loading for FOG or BOD doubled for each user. This increased the commercial % and lowered the residential % of the split of total loading. Since the rate for BOD or FOG is set as the residential portion divided by 57 residences, that rate gets smaller when the commercials load higher. Since that rate is then multiplied by the commercial loading to establish the commercial charges, they are paying proportionally less when increasing loading.

For example, if all commercial users doubled their FOG loading, the FOG charge decreases from \$202 to \$123. The more FOG commercial users load, they pay less per unit for that load.

In the PS, if a commercial user doubles their loading, they pay nearly double, slightly less due to the base rate coming down for all other users because the increased revenue generated allows for the base rate to go down. The end up with a charge for FOG being between 1.8 and 1.9 times as much. The current structure, a single commercial doubling FOG loading would pay between 1.5-1.6 times as much.

I believe this would create stronger incentive to keep loading down. It increased fairness for all users as well.

Additionally, in this scenario, in our Current Structure, when one commercial user makes a significant increase in loading, the rate for that loading decreases and the other commercials who made no changes benefit. The converse of this is also true. The Proposed Structure eliminates this oddity.

Greg will be adding this to our meeting agenda this coming week. I hoped to have these trial sheets to you sooner. No excuses, it just didn't happen. I hope you have a chance to look at them before Wednesday.

Jeff, don't worry about securing a screen for me. I'm going to bring a projector so if we need to all look at things together, we can.

See you all (except Bernie) on Wednesday.

Scott

--
Scott Mangold
Breadfarm

360-766-4065

www.breadfarm.com

5766 Cain's Court
Bow, WA 98232

"Chance favors the prepared mind." -Louis Pasteur

-
- CS - Current Structure ESCWD RATES.xlsx (74 KB)
 - PS - Proposed Structure ESCWD RATES.xlsx (70 KB)

Current Rate Schedule

Edison Clean Water District
Commercial Site Water Usage
June 2020 to July 2021

Water Usage Calculations for 2022 Assessments

Description	Edison Café	Longhorn	Breadfarm	Tweets	Mariposa	Edison Inn	Edison School
June 2020 Water Meter Reading	78.90	409.43	489.59	280.40	151.86	4.53	
June 2021 Water Meter Reading	102.51	698.92	683.83	292.85	189.30	146.28	
Usage in Cubic Feet	23.61	289.49	194.24	12.45	37.44	141.75	meter error 278.00
Cubic Feet Conversion: Meter = x 100	times 7.48	times 2,165	times 1,453	times 93	times 280	times 1,060	times 2,079
Gallons Per Day	divide by 100	divide by 216,539	divide by 145,292	divide by 9,313	divide by 28,005	divide by 106,029	divide by 207,944
	365	593	398	26	77	290	570
Convert Gallon to Liter	times 3.77	times 3.78	times 3.78	times 3.78	times 3.78	times 3.78	times 3.78
	66,579	816,350	547,749	35,109	105,579	399,729	783,949

Edison Clean Water District Assessment Attributable to FLOW Year 2022 Assessment

FLOW

Current Rate Structure

Residential Calculations (per Policy 2006-2)

Active Residential Connections = 57
Daily flow per connection = 135 gallons
Total annual flow per residential connection = 49,275 gallons
Total annual flow for all residential connections = 2,808,675 gallons

Actual Flow Comparison based on loading
res 2,808,675 79.35%
comm 730,730 20.65%
3,539,405

ERU Flow Comparison
<1 = 1 // school=10
res 2,808,675 71.71%
comm 1,108,140 28.29%
3,916,815

Commercial Calculations

Customer	GPD	Annualized	49,275 gallons ERU	of Commercial Percentage	Actual ERU
Café	48.0	17,520	0.36	2.40%	1.00
Longhorn	593.0	216,445	4.39	29.62%	4.39
Breadfarm	398.0	145,270	2.95	19.88%	2.95
Tweets	26.0	9,490	0.19	1.30%	1.00
Mariposa	77.0	28,105	0.57	3.85%	1.00
Edison Inn	290.0	105,850	2.15	14.49%	2.15
Edison School	570.0	208,050	4.22	28.47%	10.00
		730,730			

Total Res Flow	2,808,675	79%
Total Comm Flow	730,730	21%
TOTAL	3,539,405	

**Edison Clean Water District
Assessment Attributable to BOD
Year 2022 Assessment**

BOD

Correct Rate Should be

Residential Calculations (per Policy 2006-2)

Active Residential Connections = 57
Daily BOD per connection = 230 mg/L
Total annual flow per residential connection = 49,275 gallons
Total annual flow ALL residential connections = 2,808,675 gallons
Liters per Gallon = 3.78 L/gallon
Total annual flow ALL residential connections = 10,616,791 Liters
Total annual LOADING for ALL residential connections = 2,441,861,930 mg
Total annual LOADING per residential connection = 42,839,683 mg

Actual BOD Comparison
res 2,441,861,930 61.35%
comm 1,538,227,329 38.65%
ERU BOD Comparison
<1 = 1 // school=10
res 2,441,861,930 55.30%
comm 1,973,702,519 44.70%
4,415,564,449

Commercial Calculations

Customer	Liters	BOD Avg	BOD Loading (mg/L)	Percentage	based on loading ERU	actual BOD ERU
Café	66,579	312	20,756,003	1.35%	0.48	1.00
Longhorn	816,350	941	767,777,175	49.91%	17.92	17.92
Breadfarm	547,749	619	338,919,694	22.03%	7.91	7.91
Tweets	35,109	165	5,775,431	0.38%	0.13	1.00
Mariposa	105,579	210	22,197,985	1.44%	0.52	1.00
Edison Inn	399,729	776	310,089,772	20.16%	7.24	7.24
Edison School	783,949	92.750	72,711,270	4.73%	1.6972878	1.70
		3,114	1,538,227,329			10

BOD TESTING RESULTS FOR YEAR 2021

	1/11/2021	4/6/2021	7/20/2021	9/27/2021	2021 AVG
Café	263	278	450	256	311.75
Longhorn	1200	924	208	1430	940.50
Breadfarm	600	619	669	587	618.75
Tweets	255	94	93	216	164.50
Mariposa	251	271	191	128	210.25
Edison Inn	866	923	981	333	775.75
Edison School	46	158	120	47	92.75

**Edison Clean Water District
Assessment Attributable to FOG
Year 2022 Assessment**

FOG

Current Rate Schedule

Residential Calculations (per Policy 2006-2)

Active Residential Connections = 57
 Daily FOG per connection = 20 mg/L
 Total annual flow per residential connection = 49,275 gallons
 Liters per Gallon = 3.78 L/gallon
 Total annual flow per residential connection = 186,260 Liters
 Total annual LOADING per residential connection = 3,725,190 mg
 Total annual LOADING for ALL residential connection = 212,335,830 mg
 Total annual flow for all residential connections = 10,616,792 Liters

Actual FOG Comparison
 res 212,335,830 36.40%
 comm 371,081,660 63.60%
 583,417,490
 ERU FOG Comparison
 <1 = 1 // school=10
 res 212,335,830 34.21%
 comm 408,403,289 65.79%
 620,739,119

Commercial Calculations

Customer	Liters	FOG Avg	FOG Loading	Percentage	based on load ERU	actual FOG ERU
Café	66,579	53	3,553,668	0.96%	0.95	1.00
Longhorn	816,350	175	143,044,967	38.55%	38.40	38.40
Breadfarm	547,749	54	29,427,817	7.93%	7.90	7.90
Tweets	35,109	10	356,351	0.10%	0.10	1.00
Mariposa	105,579	25	2,668,517	0.72%	0.72	1.00
Edison Inn	399,729	469	187,503,035	50.53%	50.33	50.33
Edison School	783,949	6	4,527,305	1.22%	1.22	10.00
			371,081,660			

FOG TESTING RESULTS FOR YEAR 2021

	1/11/2021	4/6/2021	7/20/2021	9/27/2021	2021 AVG	no high (outlier) AVG	Median
Café	65.4	49.7	21	77.1	53	45.47	57.55
Longhorn	138.3	183.6	208	171	175	164.30	177.30
Breadfarm	25.8	25.9	110	53.2	54	34.97	39.55
Tweets	17.8	9.6	4.1	9.1	10	7.60	9.35
Mariposa	28.7	63.5	6	2.9	25	12.53	17.35
Edison Inn	159.5	454.8	1001	261	469	291.77	357.90
Edison School	9	9.7	2	2.4	6	4.47	5.70

Edison Clean Water District Assessment SUMMARY for Year 2022 Assessments

Current Rate Structure

Assessment Goal = \$80,000

Computer Replacement Annual Fee of \$50/ERU ending 2026

* = 1 ERU minimum charge
** = School Assessed 10 ERU

Annual Assessment Split

FLOW	BOD	FOG
20%	40%	40%

Residential RATE

\$821.93

of Residents

57

Residence TOTAL per month \$68.49

Includes \$50 computer fee

Goal	Percentage	Dollars	Percentage	Dollars	Percentage	Dollars
Residential (ERU)	79.00%	\$12,640.00	62.00%	\$19,840.00	36.00%	\$11,520.00
Commercial	21.00%	\$3,360.00	38.00%	\$12,160.00	64.00%	\$20,480.00
	100.00%	\$16,000.00	100.00%	\$32,000.00	100.00%	\$32,000.00

SUM TOTAL	% of Goal	Dollars
\$80,000	55.00%	\$44,000.00
	45.00%	\$36,000.00
	100.00%	\$80,000.00

actual TOTAL	% of Goal	Dollars
\$80,000	55.00%	\$44,000.00
	54.07%	\$43,252.07
	109.07%	\$87,252.07

BF MULTIPLIER
MULTIPLIER

1

FLOW ERU

1

BOD Charge

\$348.07

1

FOG Charge

\$202.11

Computer Residential \$2,850.00

ADDITIONAL EXPENSES

	Flow commercial ERU	Dollars	BOD commercial ERU	Dollars	FOG commercial ERU	Dollars
Café	1.00	\$221.75	1.00	\$348.07	1.00	\$202.11
Longhorn	4.39	\$995.24	17.92	\$6,069.43	38.40	\$7,894.65
Breadfarm	2.95	\$667.97	7.91	\$2,679.23	7.90	\$1,624.12
Tweets	1.00	\$221.75	1.00	\$348.07	1.00	\$202.11
Mariposa	1.00	\$221.75	1.00	\$348.07	1.00	\$202.11
Edison Inn	2.15	\$486.71	7.24	\$2,451.32	50.33	\$10,348.29
Edison School	10.00	\$2,217.54	10.00	\$3,480.70	10.00	\$2,021.05
actual School	10.00	\$956.64	1.70	\$574.80	1.00	\$249.86

Subtotal	
\$771.93	
\$14,959.33	
\$4,971.32	
\$771.93	
\$13,286.33	
\$7,719.30	
\$1,781.30	

Commercial Testing Fee	Computer Replacement	Prior Year Pumping
\$1,000	\$50	\$0.00
\$1,000	\$220	\$1,230.00
\$2,000	\$147	\$700.00
\$1,000	\$50	\$0.00
\$1,000	\$50	\$0.00
\$1,000	\$107	\$1,250.00
\$1,000	\$500	\$0.00
\$1,000	\$50	\$0

TOTAL 2022	Per month
\$1,821.93	\$151.83
\$17,408.96	\$1,450.75
\$7,818.73	\$651.56
\$1,821.93	\$151.83
\$1,821.93	\$151.83
\$15,643.74	\$1,303.64
\$9,219.30	\$768.27
\$2,831.30	\$235.94

TOTAL \$5,032.74 100.0% \$15,724.90 100.0% \$22,494.44

using actual School \$3,771.84 \$12,818.99 \$20,723.25

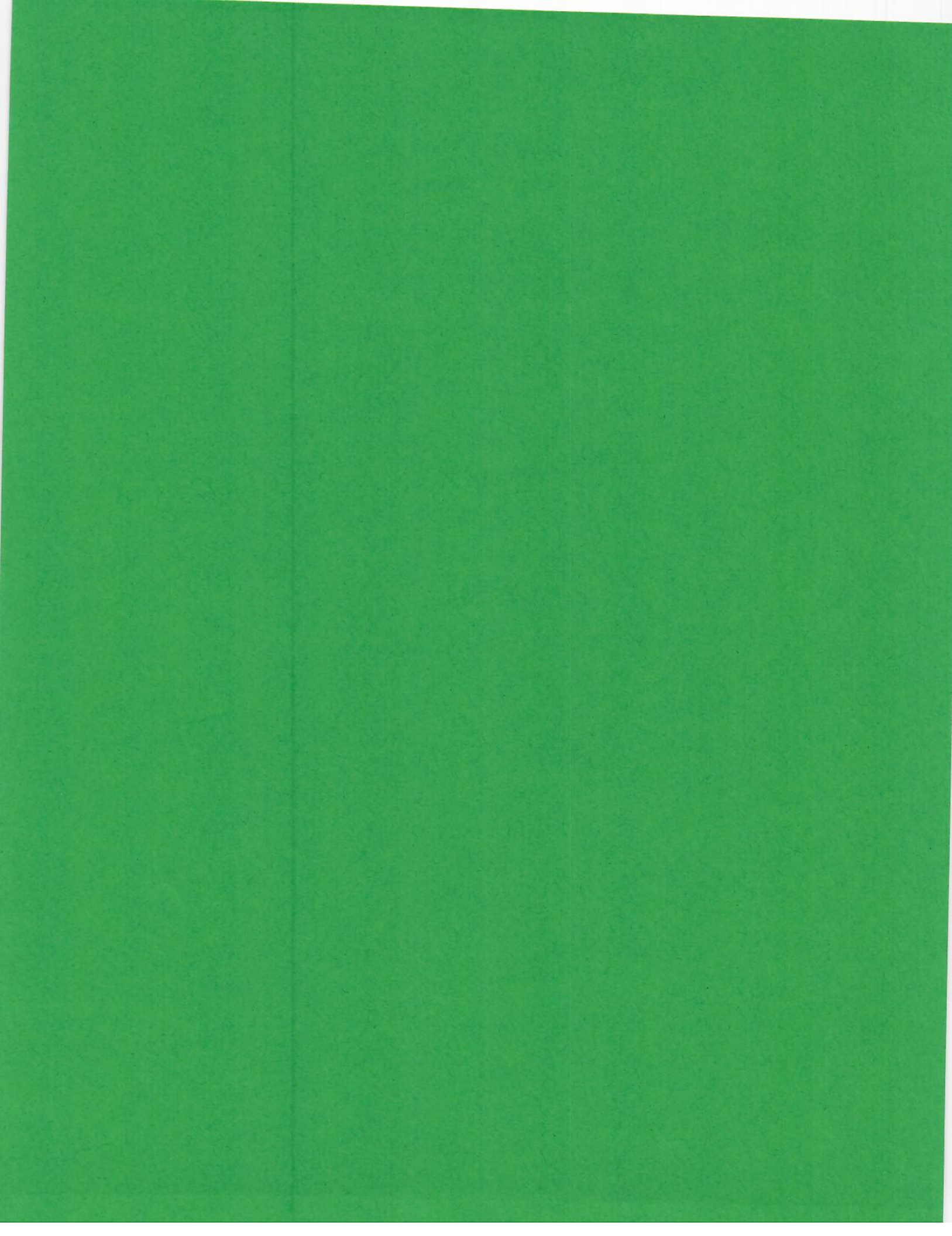
TOTAL ALL Customers \$17,672.74 \$35,564.90 \$34,014.44

\$87,252.07

\$8,000.00 \$3,974.44 \$3,180.00

\$102,406.52

\$49,168.52



Edison Clean Water District
Commercial Site Water Usage
June 2020 to July 2021

Approved Ref Sheet

Water Usage Calculations for 2022 Assessments

Description	Edison Café	Longhorn	Breadfarm	Tweets	Mariposa	Edison Inn	Edison School
June 2020 Water Meter Reading	78.90	409.43	489.59	280.40	151.86	4.53	
June 2021 Water Meter Reading	102.51	698.92	683.83	292.85	189.30	146.28	
Usage in Cubic Feet	23.61	289.49	194.24	12.45	37.44	141.75	meter error 278.00
Cubic Feet Conversion:	times 7.48	times 7.48	times 7.48	times 7.48	times 7.48	times 7.48	times 7.48
Meter = x 100	times 100	times 100	times 100	times 100	times 100	times 100	times 100
Gallons Per Day	divide by 365	divide by 365	divide by 365	divide by 365	divide by 365	divide by 365	divide by 365
Convert Gallon to Liter	times 3.77	times 3.77	times 3.77	times 3.77	times 3.77	times 3.77	times 3.77
	66,579	816,350	547,749	35,109	105,579	399,729	783,949

Edison Clean Water District Assessment Attributable to FLOW Year 2022 Assessment

FLOW

Proposed Rate Structure

Residential Calculations (per Policy 2006-2)

Active Residential Connections **57**
 Daily flow per connection = **135 gallons**
 Total annual flow per residential connection = **49,275 gallons**
 Total annual flow for all residential connections = **2,808,675 gallons**

Actual Flow Comparison			ERU Flow Comparison		
			<1 = 1	// school=10	
res	2,808,675	79.36%	res	2,808,675	71.70%
comm	730,636	20.64%	comm	1,108,434	28.30%
	<u>3,539,311</u>			<u>3,917,109</u>	

Commercial Calculations

Customer	GPD	Annualized	49,275 gallons ERU	of Commercial Percentage	Actual ERU
Café	48	17,515	0.36	2.40%	1.00
Longhorn	593	216,539	4.39	29.64%	4.39
Breadfarm	398	145,292	2.95	19.89%	2.95
Tweets	26	9,313	0.19	1.27%	1.00
Mariposa	77	28,005	0.57	3.83%	1.00
Edison Inn	290	106,029	2.15	14.51%	2.15
Edison School	570	<u>207,944</u>	<u>4.22</u>	<u>28.46%</u>	<u>10.00</u>
		730,636			

Total Res Flow	2,808,675	79%
Total Comm Flow	<u>730,636</u>	<u>21%</u>
TOTAL	3,539,311	

**Edison Clean Water District
Assessment Attributable to BOD
Year 2022 Assessment**

BOD

Prepared Mark Shetler

Residential Calculations (per Policy 2006-2)

Active Residential Connections **57**
 Daily BOD per connection = **230 mg/L**
 Total annual flow per residential connection = **49,275 gallons**
 Liters per Gallon = **3.78 L/gallon**
 Total annual flow per residential connection = **186,260 Liters**
 Total annual LOADING per residential connection = **42,839,685 mg**
 Total annual LOADING for ALL residential connection = **2,441,862,045 mg**
 Total annual flow for all residential connections = **10,616,792 Liters**

Actual BOD Comparison
 2,441,862,045 61.35%
 1,538,227,861 38.65%
 3,980,089,906

ERU BOD Comparison
 <1 = 1 // school=10
 2,441,862,045 55.30%
 1,973,703,028 44.70%
 4,415,565,073

Commercial Calculations

Customer	Liters	BOD Avg	BOD Loading	based on loading ERU	actual BOD ERU	Percentage
Café	66,579	312	20,756,083	0.48	1.00	1.35%
Longhorn	816,350	941	767,777,382	17.92	17.92	49.91%
Breadfarm	547,749	619	338,919,713	7.91	7.91	22.03%
Tweets	35,109	165	5,775,349	0.13	1.00	0.38%
Mariposa	105,579	210	22,198,048	0.52	1.00	1.44%
Edison Inn	399,729	776	310,090,028	7.24	7.24	20.16%
Edison School	783,949	93	72,711,259	1.70	1.70	4.73%
		3,114	1,538,227,861			10

BOD TESTING RESULTS FOR YEAR 2021

	1/11/2021	4/6/2021	7/20/2021	9/27/2021	2021 AVG
Café	263	278	450	256	312
Longhorn	1200	924	208	1430	941
Breadfarm	600	619	669	587	619
Tweets	255	94	93	216	165
Mariposa	251	271	191	128	210
Edison Inn	866	923	981	333	776
Edison School	46	158	120	47	93

**Edison Clean Water District
Assessment Attributable to FOG
Year 2022 Assessment**

FOG

Prepared by: S. Strickland

Residential Calculations (per Policy 2006-2)

Active Residential Connections = 57
 Daily FOG per connection = 20 mg/L
 Total annual flow per residential connection = 49,275 gallons
 Liters per Gallon = 3.78 L/gallon
 Total annual flow per residential connection = 186,260 Liters
 Total annual LOADING per residential connection = 3,725,190 mg
 Total annual LOADING for ALL residential connection = 212,335,830 mg
 Total annual flow for all residential connections = 10,616,792 Liters

Actual FOG Comparison
 212,335,830 36.40%
 371,081,660 63.60%
 583,417,490

ERU FOG Comparison
 <1 = 1 // school=10
 212,335,830 34.21%
 408,403,289 65.79%
 620,739,119

Commercial Calculations

Customer	Liters	FOG Avg	FOG Loading	based on loading ERU	actual FOG ERU	Percentage
Café	66,579	53	3,553,668	0.95	1.00	0.96%
Longhorn	816,350	175	143,044,967	38.40	38.40	38.55%
Breadfarm	547,749	54	29,427,817	7.90	7.90	7.93%
Tweets	35,109	10	356,351	0.10	1.00	0.10%
Mariposa	105,579	25	2,668,517	0.72	1.00	0.72%
Edison Inn	399,729	469	187,503,035	50.33	50.33	50.53%
Edison School	783,949	6	4,527,305	1.22	10.00	1.22%
			371,081,660			

FOG TESTING RESULTS FOR YEAR 2021

	1/11/2021	4/6/2021	7/20/2021	9/27/2021	2021 AVG	no high (outlier) AVG	Median
Café	65.4	49.7	21	77.1	53	45.47	57.55
Longhorn	138.3	183.6	208	171	175	164.30	177.30
Breadfarm	25.8	25.9	110	53.2	54	34.97	39.55
Tweets	17.8	9.6	4.1	9.1	10	7.60	9.35
Mariposa	28.7	63.5	6	2.9	25	12.53	17.35
Edison Inn	159.5	454.8	1001	261	469	291.77	357.90
Edison School	9	9.7	2	2.4	6	4.47	5.70

Edison Clean Water District Assessment SUMMARY for Year 2022 Assessments

PROPOSED Rate Structure

Assessment Goal = **\$80,000**

Computer Replacement Annual Fee of \$50/ERU ending 2026

* = 1 ERU minimum charge
** = School Assessed 10 ERU

Annual Assessment Split

FLOW	BOD	FOG
20.0%	40.0%	40.0%

BASE RATE

\$705.00

of Residents

57

CPU = \$50

Residence per year = **\$755**

Residence per month **\$62.92**

<these % are calculated here as residential or commercial portion of the values generated>

Goal	Percentage	Dollars	Percentage	Dollars	Percentage	Dollars
Residential (ERU)	71.70%	\$8,037.00	55.30%	\$16,074.00	34.21%	\$16,074.00
Commercial	28.30%	\$3,171.77	44.70%	\$12,992.26	65.79%	\$30,916.47
	100.00%	\$11,208.77	100.00%	\$29,066.26	100.00%	\$46,990.47

TOTAL

\$80,000

actual School TOTAL

\$80,000

% of Goal	Dollars
50.23%	\$40,185.00
58.85%	\$47,080.50
109.08%	\$87,265.50

% of Goal	Dollars
50.23%	\$40,185.00
52.83%	\$42,261.86
103.06%	\$82,446.86

BF MULTIPLIER

1
1

FLOW ERU **\$141.00**

1
1

BOD ERU **\$282.00**

1
1

FOG ERU **\$282.00**

Computer Residential **\$2,850.00**

ADDITIONAL EXPENSES

Flow/Use	Commercial Percentage	Dollars	BOD use ERU	Commercial Percentage	Dollars	FOG use ERU	Commercial Percentage	Dollars
Cafe	1.00	\$141.00	1.00	2.17%	\$282.00	1.00	0.91%	\$282.00
Longhorn	4.39	\$619.62	17.92	38.90%	\$5,054.03	38.40	35.03%	\$10,828.62
Breadfarm	2.95	\$415.75	7.91	17.17%	\$2,231.00	7.90	7.21%	\$2,227.71
Tweets	1.00	\$141.00	1.00	2.17%	\$282.00	1.00	0.91%	\$282.00
Mariposa	1.00	\$141.00	1.00	2.17%	\$282.00	1.00	0.91%	\$282.00
Edison Inn	2.15	\$303.40	7.24	15.71%	\$2,041.22	50.33	45.91%	\$14,194.14
Edison School	10.00	\$1,410.00	10.00	21.71%	\$2,820.00	10.00	9.12%	\$2,820.00
actual School	10.00	\$1,410.00	1.70	4.49%	\$478.64	1.22	1.21%	\$342.72

Subtotal	\$705.00
	\$16,502.28
	\$4,874.46
	\$705.00
	\$705.00
	\$16,538.76
	\$7,050.00

Commercial Testing Fee	Computer Replacement	Prior Year Pumping
\$1,000	\$50	\$0.00
\$1,000	\$50	\$1,230.00
\$2,000	\$50	\$700.00
\$1,000	\$50	\$0.00
\$1,000	\$50	\$0.00
\$1,000	\$50	\$1,250.00
\$1,000	\$50	\$0.00

TOTAL 2022	per month
\$1,755.00	\$146.25
\$18,782.28	\$1,565.19
\$7,624.46	\$635.37
\$1,755.00	\$146.25
\$1,755.00	\$146.25
\$18,838.76	\$1,569.90
\$8,100.00	\$675.00

TOTAL	100.0%	\$3,171.77	100.0%	\$12,992.26	100.0%	\$30,916.47
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\$2,231.36

\$1,000	\$50	\$0
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\$3,281.36

\$273.45

using actual School	\$3,171.77	\$10,650.89	\$8,439.19
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\$47,080.50

\$8,000.00	\$3,200.00	\$3,180.00
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\$53,791.86

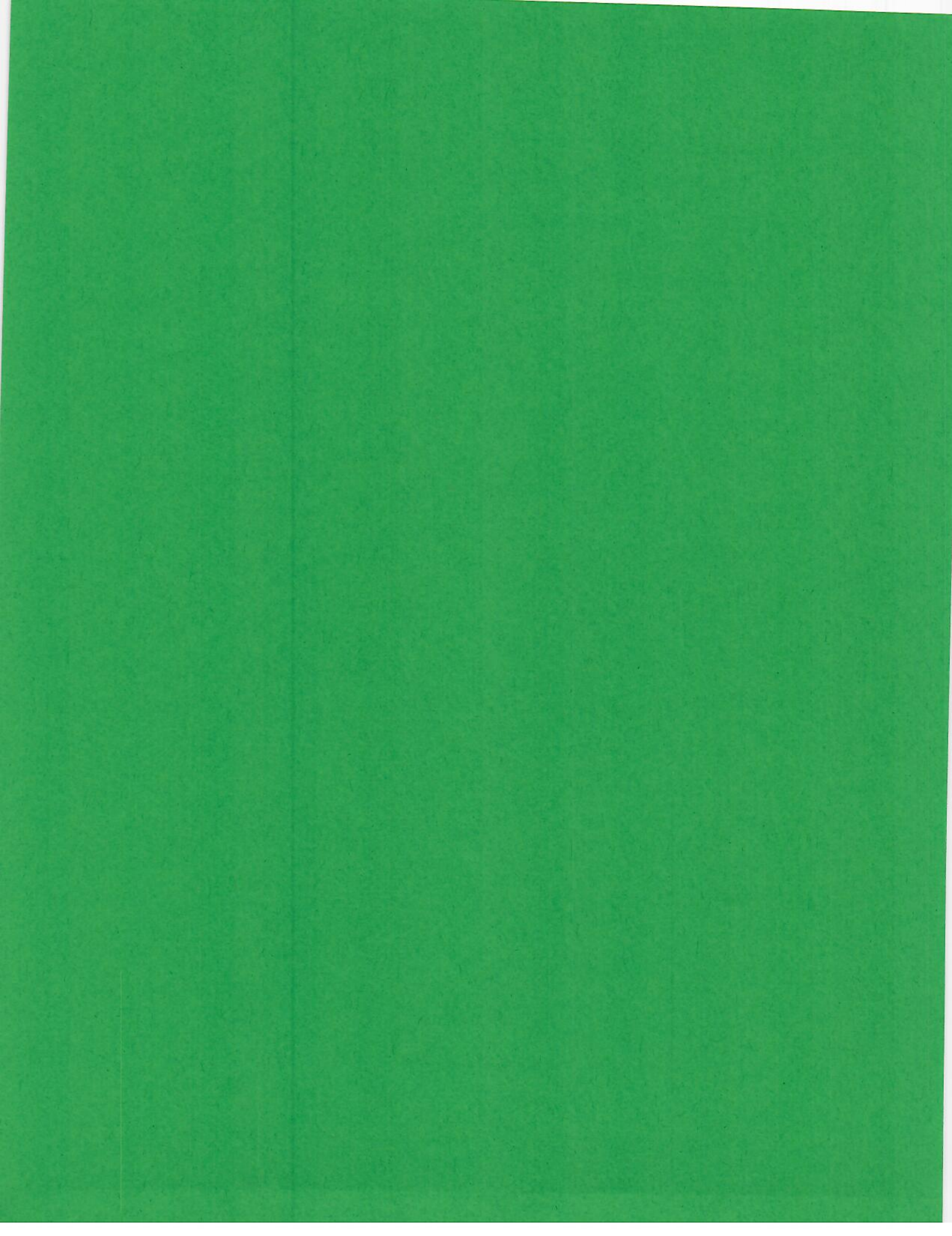
\$101,645.50

TOTAL ALL Customers	\$11,208.77	\$29,066.26	\$46,990.47
---------------------	-------------	-------------	-------------

\$87,265.50

\$8,000.00	\$3,200.00	\$3,180.00
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\$101,645.50



2023

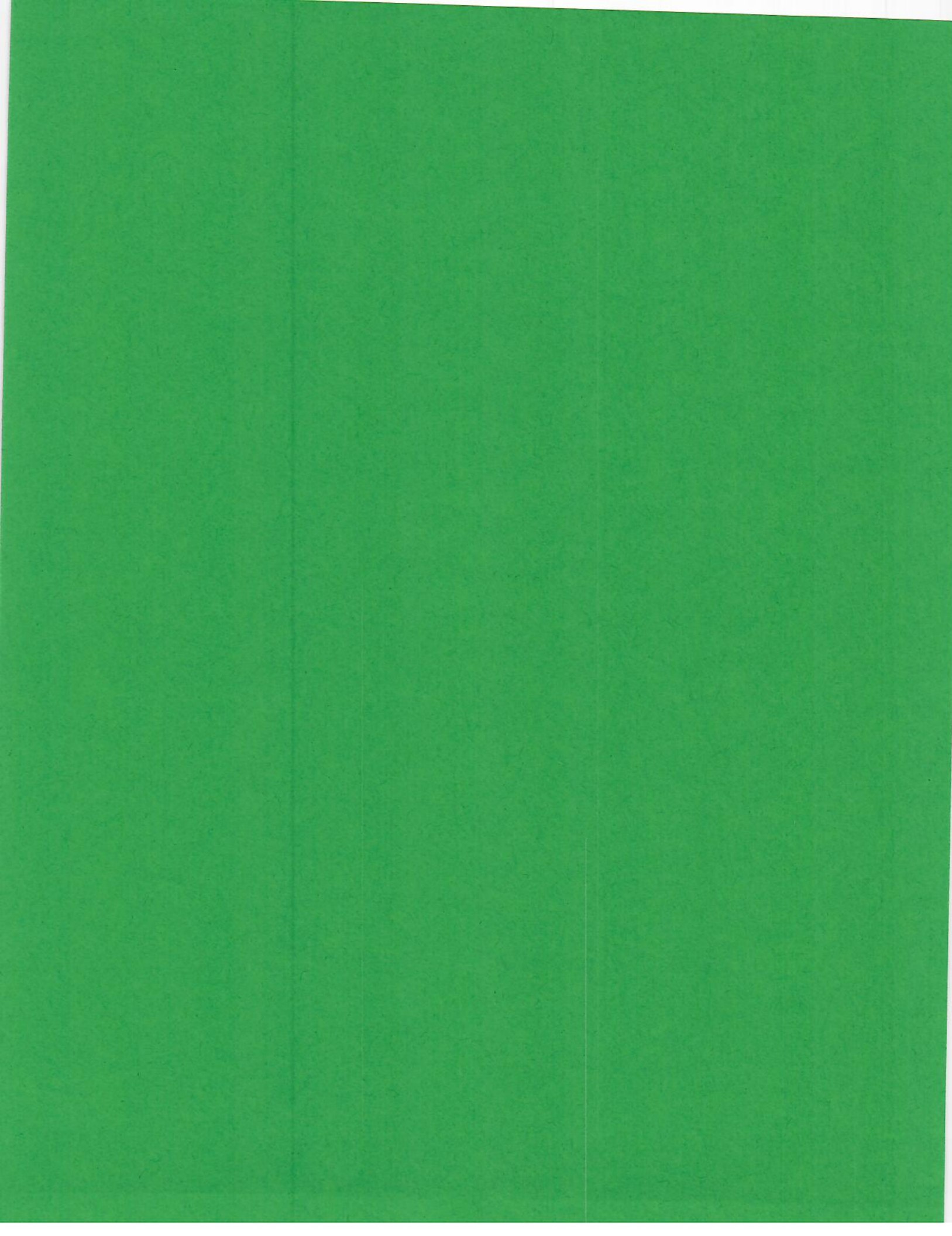
Edison Sewer Rates

55 private residences	Annual \$52,800.
2 Major businesses	\$21,000.
10 Medium businesses	\$33,000.
1 Small business	\$1,200.
Edison School	\$15,000.
Annual Total	\$123,000.
Residences	43%
Businesses	45%
School	12%

2023

Edison Sewer Rates

55 private residences @ \$80 per mo.	\$4,400.00
Major Businesses \$500 to \$1,000 per mo.	
Longhorn \$1,000 per mo.	
Edison Inn \$750 per mo.	
Total \$1,750 per mo.	\$1,750
Medium Businesses \$250 to \$500 per mo.	
Breadform \$500.	
Slough Foods \$250.	
Lucky Dumpster \$250.	
Curator \$250.	
Luets \$250.	
Mariposa \$250.	
Vallee Cabinets \$250.	
Vallee Art Gallery \$250.	
Bed + Breakfast \$250.	
Bed + Breakfast \$250.	
Total \$2,750.	\$2,750.00
Small businesses \$100. to \$249 per mo.	\$100.
Hedge Row \$100.	
Edison School \$1,250 per mo.	\$1,250.00
Total	\$10,250.00



Erin Langley <erinl@co.skagit.wa.us>

5/20/2022 11:04 AM

RE: Edison board meeting May agenda

To Greg YOUNG <youngest@comcast.net> Copy Betsy D. Stevenson <betsyds@co.skagit.wa.us>

Hi Greg,

Attached are a couple of draft contracts for the Edison Wastewater Treatment Facility. One for the amendment to extend Ravenhead's contract by one year. Another for the Gray and Osborne capacity study, which still needs a certificate of insurance. For the other two: Dahl needs the scope of work defined, and the Burlington-Edison School District budget details need review; both of these are still being worked on.

Please note, our contract language is set by the Prosecuting Attorney's Office. The board should focus on the scope of work, timelines, deliverables, budget, etc. which has been discussed previously. Don't get stuck wading through contract language, because we aren't in a position to make changes to any of that. Feel free to reach out with any questions or concerns.

Thank you and have a great day,

Erin Langley
Senior Water Resource Planner

Skagit County Planning & Development Services
1800 Continental Place
Mount Vernon, WA 98273
Main line: 360.416.1335
Email: erinl@co.skagit.wa.us
Department website: www.skagitcounty.net/planning



From: Greg YOUNG <youngest@comcast.net>
Sent: Tuesday, May 17, 2022 9:45 AM
To: Erin Langley <erinl@co.skagit.wa.us>
Subject: Re: Edison board meeting May agenda

CAUTION: This email originated from an external email address. Do not click links or open attachments unless you recognize the sender, you are expecting this email and attachments, and you know the content is safe.

sounds good - if you want, you can email me the contracts so I can include them in the packets.

AMENDMENT # 1
ORIGINAL AGREEMENT # C20180455

Ravenhead Municipal Services, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20180455, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT: The Contract is extended one year to continue until October 31, 2023.

All other terms and conditions of the original contract shall remain in effect.

Date: _____, 2022.

CONTRACTOR

Signature of Authorized Signatory

Print name

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2022.

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

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

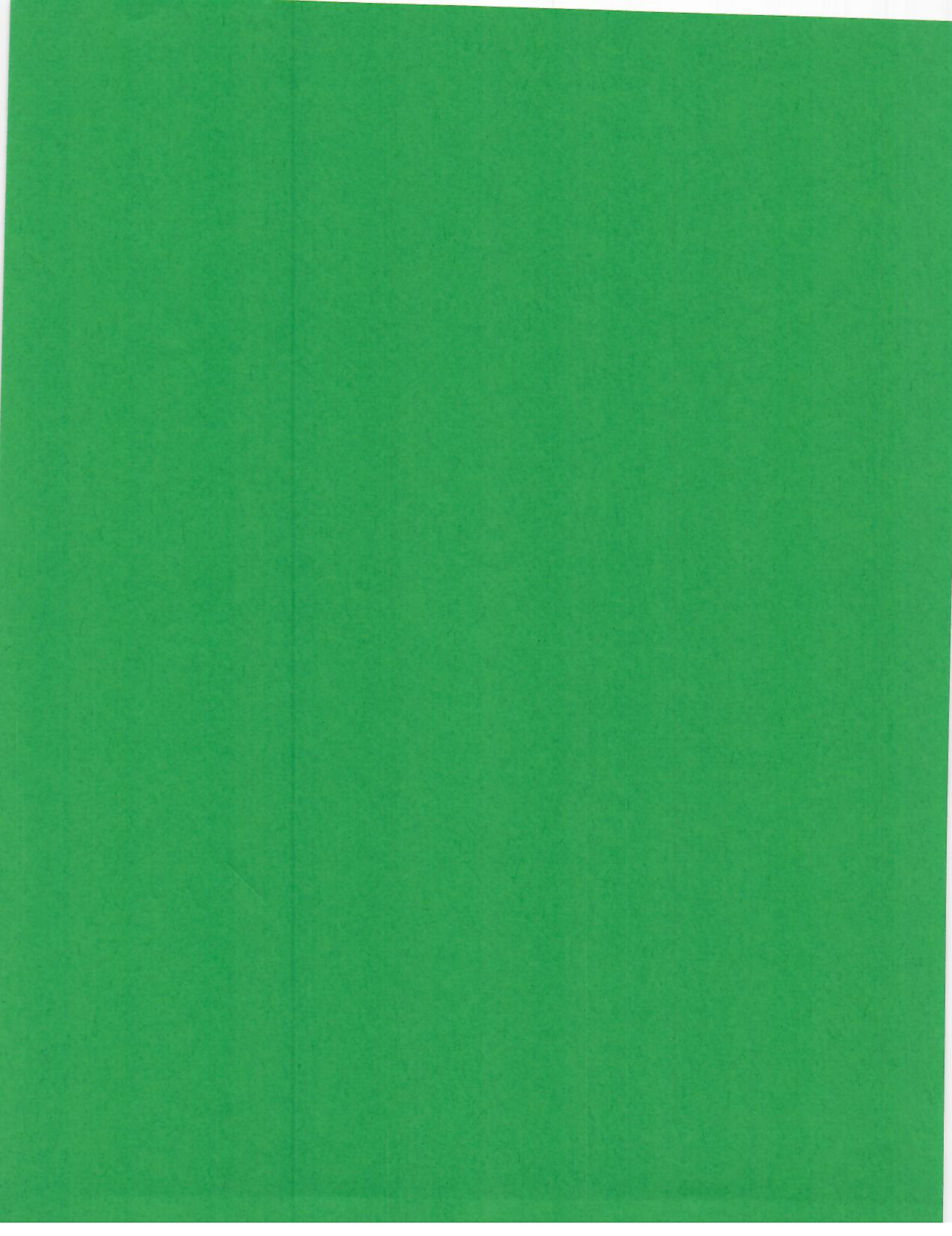
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



PERSONAL SERVICES AGREEMENT

NO: _____

Gray and Osborne, Hereinafter called Contractor, and Skagit County, hereinafter called County, agrees as set forth in this Agreement, including:

(General Conditions); Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance); Exhibit D (Department of Treasury Contract).

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Funding for this contract is provided by The American Rescue Plan Act ("ARPA") via the United States Department of the Treasury, State and Local Fiscal Recovery Funds ("SLFRF"). Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Award identification information:

CFDA number 21.027

FAIN number SLFRP3431

Federal Award Date June 3, 2021

Subaward information:

The total amount of funding awarded by this contract is \$28,670.00. Cumulatively, Skagit County has obligated \$28,670.00 and committed \$28,670.00 of its federal award to Contractor.

The term of and budget for this Agreement shall commence on the date signed and continue until [date], with a period of performance from [date] through [date]. 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.

Expenditure Category ____

Project ID is ____

This is not a Research & Development award

GL expenditure codes, which shall be included on all billings [insert appropriate fund 121 GL]

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 4 (Independent Contractor), 6 (Taxes), 12 (Defense and Indemnity Agreement), 18 (Patent/Copyright Infringement), 21 (Confidentiality), 31 (Compliance with Applicable Law and United States Department of Treasury Contract), and 32 (Additional Conditions) are totally and fully part of this contract and have been mutually negotiated by the parties.

Personal Services Agreement

Page 1

CONTRACTOR

Signature & Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2021.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County 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 County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B".

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly unless otherwise agreed to in writing by the County's Budget and Finance Director, through the County voucher system, for the Contractor'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 County. Additionally, Contractor agrees to ensure that its subcontractors or assignees shall satisfy and be compliance with all terms and conditions set forth in this Agreement.

4. Independent Contractor:

The Contractor's services shall be furnished by the Contractor 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 the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County 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 Skagit County employees.

Contractor will defend, indemnify and hold harmless the County, 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. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received

by the Contractor 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 the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

7. 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.

8. Right to Review:

This contract is subject to review by any Federal or State auditor. The County 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 County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

9. Modifications:

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

10. Termination for Default:

If the Contractor 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 County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor 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 County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor 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.

11. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices 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 County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

12. Defense & Indemnity Agreement:

Each party agrees to be responsible and assume liability for its own wrongful acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from such liability. It is further provided that no liability shall attach to either the County or Contractor by reason of entering into this contract except as expressly provided herein. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

Contractor's initials acknowledging indemnity terms: _____

13. Survival of Indemnity Obligations:

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

14. Participation by County – No Waiver:

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

15. Indemnity by Subcontractors:

In the event the Contractor enters into subcontracts under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

16. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor 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 the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

17. 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 and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

18. Withholding Payment:

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

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County 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 County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. 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.

21. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County 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 Skagit County Commissioners shall be final and conclusive.

b. Notice of Potential Claims

The Contractor 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 County, or (2) the happening of any event or occurrence, unless the Contractor has given the

County 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 County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor 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. Contractor 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

The Contractor 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 County, the Contractor has given the County 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.

23. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

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

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor 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.

26. 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.

27. 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.

28. Survival:

The provisions of paragraphs 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 30, 31, and 32 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement:

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

30. Monitoring and Contract Closeout: The County shall have the right to perform contract monitoring which shall include but not limited to having the right to access all invoices, documents, contracts, policies and other records/ material to ensure compliance with all applicable terms and conditions of this contract and appropriate progress toward the scope of work. Contractor shall have the affirmative duty to assist County to the fullest extent possible in any contract monitoring including obtaining necessary information from any of Contractor's subcontractors or agents providing service pursuant to this Agreement. Contractor shall be required to provide such documents and other assistance at no cost to County. Failure to provide the requested information or fullest assistance will be deemed a default under this Agreement. Upon completion of the scope of work and appropriate monitoring, the County will send a contract closeout letter to Contractor. Contractor by signing this Agreement specifically agrees that at the County's sole discretion, it may retain up to 10% of the contract amount until closeout.

31. Compliance with Applicable Law and United States Department of the Treasury Contract: Contractor and all subcontractors of Contractor shall comply with any and all applicable federal, state, and local laws, regulations, policies, and/or guidance as currently enacted/issued or as may be amended. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations; and 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to so comply with applicable law.

Contractor shall comply with all terms and conditions required of County and any subcontractor/recipient in Skagit County Contract #20210234, attached as Exhibit "D", "Department of Treasury Contract," or as may be amended, related to performing the work or services so as to allow the County to remain in compliance with its duties set forth therein. Contractor shall further comply with Assurances of Compliance with Civil Rights Requirements (included in Exhibit D) and 2 CFR Part 200. Skagit County is not liable for claims or damages arising from the Contractor's performance under this contract.

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Agreement and the Department of Treasury Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the

Contractor of funds under this recapture provision shall occur within the time period specified by the County. In alternative, the County may recapture such funds from payments due under this Contract

32. Additional Conditions: Contractor agrees to be bound by the below listed additional conditions and ensure compliance of these conditions by any subcontractors in addition to any other requirements and conditions detailed in the attached Exhibit D, and as required by paragraph 31 of this Agreement :

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Publications. Any publications produced with funds from this award must display the following language: "This project is being/ was supported, in whole or in part, by FAIN number SLFRP3431, awarded to Skagit County by the U. S. Department of the Treasury."
- c) Contractor will follow the County's mission statement as stated fully on the County website that includes but is not limited to principles based on fairness, trust and justice, comply with federal regulations as well as County and State regulations and support and honor employees to improve the efficiency and quality of services.
- d) Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
- e) Procurement, Suspension & Debarment. Recipients are responsible for ensuring that any procurement, or payments under procurement contracts using federal funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
- f) Pursuant to Executive Order 13043, 62 FR 19217(Apr. 18, 1997), the County encourages the Contractor to adopt and enforce on- the-job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.

- g) Pursuant to Executive Order 13513, 74 FR 51225(Oct. 6, 2009), the County encourages Contractor to encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- h) The sub- grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin(42 U.S. C.§ 2000d et seq), as implemented by the Department of the Treasury' s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C.§ 2000d et seq., as implemented by the Department of the Treasury' s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- i) Contractor shall initiate reasonable steps or comply with the Department of the Treasury' s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- j) Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons visit <http://www.lep.gov>.

33. Conflict of Provisions: In the event there is a conflict between state and federal laws, Department of Treasury Contract (Exhibit D) and this contract, conflicts shall be resolved by giving precedence in the following the order: (1) state and federal laws; (2) Department of Treasury Contract (Exhibit D); and (3) this Agreement.

EXHIBIT "A"

SCOPE OF WORK

SKAGIT COUNTY EDISON CLEAN WATER DISTRICT WASTEWATER CAPACITY PLAN

OBJECTIVES

This proposed scope of work and budget were developed for the preparation of a Wastewater Capacity Plan for the Edison Clean Water District in Skagit County, Washington. This Plan is required by the Washington State Department of Ecology (Ecology) to address capacity issues experienced at the Edison wastewater system, most possibly caused by excessive groundwater infiltration and stormwater inflow (I/I). This excessive I/I is most probably due to a high groundwater table as a result of high tides and the inflow of stormwater into the gravity system through leaky pipes, roof drain connections, or other drain connections. This I/I causes the influent flow to the wastewater treatment plant and effluent disposal system to exceed the hydraulic capacity of these systems. Modifications to and expansion of the wastewater treatment system will also be considered as a solution to the capacity problem. The Wastewater Capacity Plan must be submitted to Ecology by March 1, 2024. This capacity plan will not be prepared in accordance with Wastewater Facilities Plans or Comprehensive Sewer Plans guidelines.

PROPOSED SCOPE OF WORK

This proposal provides for the development of the Plan as described above. More specifically, the work will include the following.

Task 1 – Project Management, Administration, and Liaison

- Manage and control budget and schedule.
- Submit monthly project summaries to keep the County advised on schedule and budget.
- Meet with Ecology, as necessary, to obtain Plan approval.
- Conduct internal quality assurance/quality control (QA/QC).

Task 2 – Project Kickoff

As the first order of work, we will meet with County staff to identify project issues, work tasks, milestones, deliverables, schedule, and communication protocols. We will also visit the treatment plant and pump station facilities to understand any current needs or condition issues.

Task 3 – Initial Data Collection and Analysis

Collection and analysis of data is an important part of determining causes of excess I/I. We will begin the capacity plan by collecting and reviewing available data and records. This task would include preparing a list of required information to be provided by the County along with target dates to receive specific information so that County staff can prioritize their efforts. Data that we typically request includes WWTF DMRs, pump station run time data, updated sewer base map information, water use information, and sewer connection information. Prior to preparing our list, we will review the data we currently have on file and identify what data we can get from other sources, such as the Ecology databases, and only request missing data. Upon initial review of the available data, it may be apparent that additional data collection, including additional flow meter readings, pump station run time data, and sampling and analysis of WWTP influent may be desirable. It is assumed that this additional data collection will be performed by County staff or a third party hired by the County prior to data analysis.

The first step would be to correlate WWTP flows to precipitation records and tidal records. This would determine which factor (high tide or precipitation) has the most significant effect on wastewater flows. Also, correlating the duration of high flows with the timing, duration, and magnitude of high precipitation and tidal events would offer clues to determine which factor gives the most significant increase in wastewater flows.

There are many methods available to pinpoint the location of the sources and magnitudes of I/I. Some of these methods will involve the involvement of County staff or Edison WWTP operational staff. The initial level of analysis will take place with data presently readily available. This will include:

- **Flow Meter Readings and Recordings** – Flow measurements for the Edison sewer system can be obtained directly from the influent flow meter at the wastewater treatment plant. This flow meter will provide overall flow records for the entire service area. A second flow meter measures flow from the northern pressurized system before it is introduced to the force main from the pump station serving the southern gravity portion of the sewer system.

- **Pump Running Time Meter Readings and Recordings** – It is our understanding that several of the individual household septic tank effluent pumps (STEP) are equipped with running time meters. An analysis of the time each of these pumps are running will give significant clues about the amount of I/I that may originate between the household and the STEP system.

- **Review WWTP Influent Characteristics** – The sampling data for the WWTP influent will be reviewed and analyzed. The difference in concentration of wastewater constituents, such as biochemical oxygen

demand (BOD) and total suspended solids (TSS), would indicate the magnitude of excess I/I. Also, if the analysis of chloride (from seawater intrusion) or conductance is performed on the WWTP influent, the effect of high tides on wastewater flows could be estimated.

Task 4 – Definition of Alternatives

After the initial data analysis, alternatives for modifications to the wastewater collection and treatment system to provide adequate capacity to accommodate the wastewater flows from Edison will be developed. One obvious alternative will be to expand the Edison wastewater treatment and

disposal systems to provide adequate capacity for the flows presently encountered, without attempting to reduce the I/I entering the system. However, if there are obvious sources of I/I that can be controlled relatively inexpensively, an expansion of the treatment and disposal facilities may not be the most cost-effective solution. Thus, other alternatives will include a combination of removing sources of I/I and modifications to the treatment plant (if required). To be able to identify such I/I sources, additional investigations may have to be conducted including:

- **Smoke Testing** – Stormwater inflow normally enters sewer systems through roof drains and area drains. These inflow sources are normally identified through smoke testing by introducing smoke into the gravity sewer system and observing where smoke appears. Normally, smoke would exit through building vents. However, if roof drains or area drains are directly connected to the sewer system, smoke will appear at these locations. Smoke may also appear on the ground where shallow sewers may be damaged. The amount of stormwater inflow can be readily estimated by precipitation records and drainage areas.

- **Sewer Video Inspections** – Sources of groundwater infiltration can be identified by inserting a TV camera in the two 4-inch diameter gravity sewers serving the southern area of the town. If this inspection is done when there is negligible sewage flow from the household (say, between midnight and 4:00 a.m.), infiltration into the gravity sewer could be readily identified. TV inspection of gravity sewers will require access to the sewer in the form of manholes or cleanouts. The gravity sewers in Edison are only equipped with pigging ports at the upstream ends and free discharges into the pump station wet well at the downstream ends. These locations could be used for TV camera access. However, the two gravity lines are approximately 1,200 feet and 600 feet long, respectively. The reach of a TV camera in a 4-inch line is only on the order of 150 to 200 feet, limiting the usefulness of this method to the upper and lower reaches of these sewer lines. The installation of manholes or cleanouts for access at appropriate intervals would make TV inspection more beneficial.

This scope of work does not include smoke testing or sewer TV inspections. These tasks will be included in alternatives involving reduction of I/I to be defined as a result of the Initial Data Collection and Analysis.

Task 5 – Evaluation of Alternatives

Budgetary capital costs and annual costs will be developed for each alternative and the alternatives will be compared based on life cycle costs and non-monitory factors, such as environmental impacts, complexity of operation, implementation considerations, and other factors that may be defined during the course of the work. Additional data collection will be included in the cost of each alternative, if required.

Task 6 – Selection of Alternative

Based on the information developed under Task 5, Skagit County and other stakeholders will select one alternative for implementation. It is anticipated that this will take place during a work session attended by Gray & Osborne and the stakeholders. The selected alternative may include additional investigations, such as smoke testing or TV inspections of gravity sewer lines. These investigations are not a part of this scope of work and would require additional funding. This work would possibly be eligible for grants or low-interest loans (see next task).

Task 7 – Implementation Considerations

This task will include the preparation of a planning level estimate of capital and annual costs; the

development a schedule for implementation of the selected alternative; a discussion of methods of financing the proposed improvements, including applications for grants and low-interest loans; and the preparation of conceptual designs.

After all the data is collected, the data will be analyzed to establish the sources and magnitude of excess I/I and recommend methods for reduction of the I/I. Likely methods may include the implementation of policies requiring/encouraging the disconnection of roof drains and stormwater inlets from the sewer system; repair/replacement of segments of gravity sewer lines, including side sewers from individual houses; and repair/replacement of septic tanks. A part of the solution may also be an expansion of the WWTP capacity. The most cost-effective alternative will be identified and recommended for implementation. Also, an implementation schedule prioritizing recommended projects will be prepared.

Task 8 – Plan Compilation and Distribution

The information developed in the previous tasks will be documented in a draft Wastewater Capacity Plan. It is anticipated that this plan will be prepared in a Technical Memorandum format.

Task 9 – Submit to Agencies for Review

The draft Plan will be submitted to the Washington State Departments of Ecology and Health and the Skagit County Public Health Department for review and comments. The review comments will be incorporated into the final Plan, which will be submitted to the County and Ecology for approval. Three hard copies of the final Plan as well as a PDF file of the entire Plan with figures will be provided to the County.

EXHIBIT "B"

COMPENSATION

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

Skagit County - Edison Clean Water District Wastewater Capacity Plan

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
Task 1 – Project Management, Administration, and Liaison	2	4	4		
Task 2 – Project Kickoff		4	4		
Task 3 – Initial Data Collection and Analysis		8	8	24	
Task 4 – Definition of Alternatives		4	8		
Task 5 – Evaluation of Alternatives		4	4	16	
Task 6 – Selection of Alternative		4	4		
Task 7 – Implementation Considerations		4	8	4	8
Task 8 – Plan Compilation and Distribution		6	8	12	
Task 9 – Submit to Agencies for Review		4	4	12	4
Hour Estimate:	2	42	52	68	12
Estimated Fully Burdened Billing Rate:*	\$200	\$195	\$175	\$135	\$100
Fully Burdened Labor Cost:	\$400	\$8,190	\$9,100	\$9,180	\$1,200

Total Fully Burdened Labor Cost: \$ 28,070

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 300

Printing \$ 300

TOTAL ESTIMATED COST: \$ 28,670

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Administrative costs:

Contractor may use funds for administering the program. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Contractor is permitted to charge both direct and indirect costs as administrative costs.

Direct costs are those that are identified specifically as costs of implementing the program objectives, such as programmatic staffing, materials, and supplies for the project.

Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to this award such as the cost of facilities or administrative functions like a director's office.

Each category of cost should be treated consistently in like circumstances as direct or indirect, and Contractors may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

If Contractor has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then Contractor may use its current NICRA. Alternatively, if Contractor does not have a NICRA, Contractor may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

If Contractor is using a NICRA, it must submit proof of NICRA to the County prior to charging any indirect.

EXHIBIT "C"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Contractor's insurance coverage shall be primary. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the County. Proof of insurance shall be in a form acceptable and approved by the County.

Insurance is a condition of Payment. Payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

The type of insurance required by this Agreement is marked below.

- ☒ 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
of the insurance policy.
- ☐ 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- ☐ 3) Insurance is waived

Date: _____
Risk Manager

EXHIBIT "D"

DEPARTMENT OF TREASURY CONTRACT

SKAGIT COUNTY
Contract # C20210234
Page 1 of 6

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

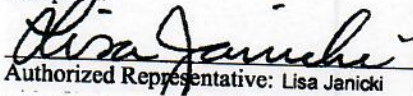
**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

Recipient name and address: Skagit County 1800 Continental Place Mount Vernon, Washington 98273	DUNS Number: 071839492 Taxpayer Identification Number: 916001361 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury to the terms attached hereto.

Recipient:


Authorized Representative: Lisa Janicki

Title: Chair, Skagit County Commissioners
Date signed: June 3, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK. REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONA VIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

- I. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F -Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vn. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

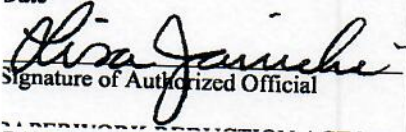
The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Skagit County
Recipient

June 3, 2021

Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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