

Notice of Consideration of Proposed Changes to the
Forks Zoning Code and Zoning Map

Public Hearing
Forks City Council
Meeting will start 7:30 p.m., 14 April 2025
Forks City Hall

Property Rezone – Terry & Bev Knight’s Request
Lot 1, Block 4 of the Townsite of Forks with the address
of 121 West A Street, located in the NE ¼ of the SE ¼ of NW ¼
of Section 9, Township 28 North, Range 13 W, W.M. and also being
Identified by Clallam County Parcel No. 132809500400.

The City of Forks is hereby giving notice and soliciting public comment on a request for a rezone of one parcel owned by Terry and Bev Knight. The request is to rezone the property from the current overlap zone to High Density Commercial/High Density Residential to only High Density Residential (R-4). This request was in response from the City’s annual call for amendments to the Forks Zoning Code or the City’s Comprehensive Plan. The Planning Commission considered the Knight’s request to rezone their property at 121 West A Street to be High Density Residential (R-4) zoning. They recommended that the City Council grant the requested rezone.

The City Council will consider the request during its regularly scheduled meeting on Monday, 14 April 2025. The public hearing will be scheduled on the agenda for this meeting and will include a staff report. Following the public hearing, the City Council may act on the request and the Planning Commission’s recommendation that the request be approved.

A copy of the applicant’s request, SEPA determination, and Planning Commission’s recommendation associated with the rezone can be obtained by contacting Mr. Rod Fleck at 360/374-5412, ext. 245.

Individuals requiring special assistance in order to participate in the hearing should contact Mr. Fleck prior to the meeting.

Property under consideration:
(Name of applicant, address, and requested change)

<i>Terry & Beverly Knight</i>	<i>121 West A Street</i>	<i>High Density Residential</i>
	Lot 1, Block 4 of the Townsite of Forks	
	Clallam County Parcel No. 132809500400.	

If you have any questions, please contact Mr. Fleck at 360/374-5412, ext. 245; or via e-mail at rodf@forkswashington.org. Individuals wanting to obtain notices of meetings of the Forks Planning Commission and/or City Council regarding the City’s zoning code or other planning issues may contact Mr. Fleck as well.

SUBAWARD AGREEMENT
Distressed Area Recompete Pilot Program

THIS SUBAWARD AGREEMENT (this “Agreement”) is entered into as of April 1, 2025 by and between North Olympic Peninsula Resource Conservation and Development Council (NODC) a nonprofit corporation with principal offices at Port Angeles, WA 98362 and City of Forks (“Subrecipient”), a Washington City Municipality with principal offices at 500 East Division Street, Forks, WA 98331. This Agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of NODC, a grantee of the United States Department of Commerce, Economic Development Administration (Commerce EDA).

WHEREAS, NODC has been awarded a grant to increase the capacity of the most distressed areas in the North Olympic Peninsula region to participate in and benefit from the North Olympic Peninsula Recompete Coalition with a project period of 1 October, 2024, through 30 September, 2029, by Grant No. ED24HDQ0G0574, Assistance #11.040: Distressed Area Recompete Pilot Program (the “Award”).

WHEREAS, in accordance with the Award, NODC desires to make sub-awards to support economic development and job creation, workforce development and barrier removal to move Prime Age Employment Gap (PAEG) individuals in distressed rural areas into the workforce.

WHEREAS, NODC desires to grant a “subaward” (as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200 (the “Uniform Guidance”)) of the Award (the “Subaward”) to Subrecipient to build capacity with a “Economic & Community Planning Assistant” position that will focus on job creation and development opportunities with existing and potential employers at both City-owned properties and within the Forks community in accordance with the regulations and guidelines promulgated thereunder as well as other applicable law; and

WHEREAS, certain information required by the Uniform Guidance, 2 C.F.R. Part 200 to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as Exhibit A and is incorporated herein by reference.¹

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NODC and Subrecipient hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the parties for the period April 1, 2025 (the “Effective Date”) through September 30, 2029 unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. **SCOPE OF SERVICES AND BUDGET: PRIOR APPROVAL FOR CHANGES.**

a. **Scope of Services and Budget.** Subrecipient shall, in a satisfactory manner as determined by NODC, perform all activities described in the scope of services as approved by NODC and attached hereto as Exhibit B, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by NODC and attached hereto as Exhibit C, as may be amended from time to time (the “Approved Budget”).

b. **Prior Approval for Changes.** Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of NODC; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of NODC.

3. COMPENSATION.

a. **Payment of Funds.** NODC agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget attached hereto as Exhibit C and for the performance of the Approved Services under this Agreement in an amount not to exceed \$500,000 (the “Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by NODC if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with the Uniform Guidance, the Award and the authorizations, restrictions and requirements contained in the Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies. Requests for payment and disbursement of funds shall be governed as agreed in Exhibit D.

b. **Contingency.** The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by NODC from Commerce EDA and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws and the Award. If the amount of funds that NODC receives from Commerce EDA is reduced, NODC reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. NODC also reserves the right to deny payment for Subrecipient’s expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified Sections 3(b) above and 4(d) below.

4. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

a. **Financial Management.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Guidance, 2 C.F.R. Part 200. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by NODC if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain

detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

b. **Limitations on Expenditures.** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. NODC shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the project objectives; (ii) documented by contracts or other evidence of liability consistent with established NODC and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

c. **Financial and Other Reports.** Subrecipient shall submit to NODC such reports and back-up data as may be required by NODC for monitoring of subaward, including without limitation such reports as enable NODC to submit its own required Award reports and Award closeout reports. The reports are required in accordance with the following schedule:

Report	Frequency	Due Date(s)	End Date
Project Performance Narrative Report	Quarterly	April 10 th July 10 th October 10 th January 10 th	October 10, 2029
Project Financial Report	Quarterly	April 10 th July 10 th October 10 th January 10 th	October 10, 2029
Fiscal Closeout	Once (60 days after award end)	November 30, 2029	November 30, 2029
Final Project Outcomes Report	Once (60 days after award end)	November 30, 2029	November 30, 2029

This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to NODC following the expiration or termination of this Agreement.

d. **Improper Payments.** Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of NODC, Washington, Commerce EDA, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by NODC under this Agreement or any other agreements between NODC and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

e. **Audited Financial Statements.** In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the

Uniform Guidance, [2 CFR Part 200], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by NODC and appropriate officials of, the Washington, Commerce EDA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide NODC with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

f. **Closeout.** Final payment request(s) under this Agreement must be received by NODC no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by NODC after this date without authorization from NODC. In consideration of the execution of this Agreement by NODC, Subrecipient agrees that acceptance of final payment from NODC will constitute an agreement by Subrecipient to release and forever discharge NODC, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to NODC under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of NODC. Such requirements shall include, without limitation, submitting final reports to NODC and providing any closeout-related information requested by NODC by the deadlines specified by NODC. This provision shall survive the expiration or termination of this Agreement.

5. COOPERATION IN MONITORING AND EVALUATION.

a. **NODC Responsibilities.** NODC shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. NODC has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. NODC may require Subrecipient to take corrective action if deficiencies are found.

b. **Subrecipient Responsibilities.**

i. Subrecipient shall permit NODC to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Award,

and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of NODC, Washington, Commerce EDA the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

6. RECORD RETENTION AND ACCESS. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of 3 years following the date that NODC makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of NODC, Washington, Commerce EDA, the U.S. Government Accountability Office and the Comptroller General of the United States.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Subrecipient to NODC is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of NODC, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from NODC. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless NODC and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

a. **Compliance with Award and Subaward.** Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Award, including any amendments thereto; (ii) the Subaward Data attached hereto as Exhibit A, including any amendments thereto; (iii) the Approved Services attached hereto as Exhibit B, including any amendments thereto; (iv) the

Approved Budget attached hereto as Exhibit C, including any amendments thereto and (v) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit E (the “Required Contract Provisions”) (each of (i) – (v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with NODC in its efforts to comply with the requirements of the Award, including any amendments thereto.

b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of the funds. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state and local laws” shall include, without limitation:

- i. Agency Regulations. Subrecipient shall adhere to all provisions detailed in the following:
 - a) Department of Commerce Financial Assistance Standard Terms and Conditions, attached hereto as Exhibit G.
 - b) 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations.
- ii. Administrative Requirements, Cost Principles, Audit Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR Part 200; as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards.
- i. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to NODC the certification attached hereto as Exhibit F (“Certification Regarding Lobbying”). In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated.
- ii. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, NODC shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

- iii. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify NODC immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.
- iv. Unique Entity Identifier Number. Subrecipient agrees and acknowledges that NODC may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Unique Entity Identifier (“UEI”) number to NODC.
- v. Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 CFR 182 which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
- vi. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to NODC proof of any licensure, certification, permit or accreditation upon request.
- vii. Other NODC Agreements. Subrecipient shall fulfill all other agreements with NODC and shall comply with all federal, state and local laws applicable to programs funded by such agreements.

9. EMPLOYMENT LAWS AND POLICIES.

a. Non-Discrimination in Employment. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Subrecipient shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.

10. PUBLICITY: PUBLIC ANNOUNCEMENTS. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, Subrecipient shall clearly state: (i) the percentage of the total cost of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and

dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

11. INTELLECTUAL PROPERTY RIGHTS. NODC shall own all rights, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Subrecipient during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Exhibit B Approved Services. All Work Product is work made for hire to the extent allowed by law and, in addition, Subrecipient hereby makes all assignments necessary to accomplish the foregoing ownership. Subrecipient shall assist NODC to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Subrecipient hereby irrevocably designates and appoints NODC as its agents and attorneys-in-fact, coupled with an interest, to act for and on Subrecipient's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Subrecipient and all other creators or owners of the applicable Work Product. Subrecipient represents and warrants that all Work Product created for NODC under this Agreement is original and does not infringe on the rights of any third party. Subrecipient further agrees to indemnify and hold harmless NODC against any damages or losses related to any claims of intellectual property infringement by the Work Product. The parties also acknowledge and agree that FUNDING AGENCY reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in the Work Product; and (ii) any rights of copyright to which NODC, Subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. This provision shall survive the expiration or termination of this Agreement.

12. INDEMNIFICATION. Subrecipient shall defend and hold NODC, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

13. INSURANCE. Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as NODC may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name NODC as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide NODC with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that NODC shall receive thirty (30) days'

advance written notice of any pending cancellation or non-renewal of any of the coverages required by NODC pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage. Subrecipient's failure to maintain insurance in the form and/or amounts required by NODC pursuant to this Agreement shall be deemed a material breach of this Agreement and NODC shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

14. TERMINATION.

a. **By NODC.** NODC may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by NODC pursuant to this Agreement; (vi) the submission by Subrecipient to NODC of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to NODC; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (vi) fraudulent activities on the part of Subrecipient; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. NODC may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.²

b. **By Subrecipient.** If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by FUNDING AGENCY in their grants and reimbursements to NODC, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to NODC. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

c. **Transfer of Performance Upon Termination.** Upon giving or receiving notice of termination, NODC may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to NODC, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.

d. Disposition of Property. In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of according to applicable regulations, and Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement during the Agreement Term.

e. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to NODC for damages sustained by NODC by virtue of any breach of this Agreement by Subrecipient and NODC shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this Agreement by NODC. This shall include, without limitation, liability of Subrecipient for the disallowance by FUNDING AGENCY of the reimbursement of charges submitted by NODC for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by FUNDING AGENCY of Subrecipient or NODC, the amount disallowed must be paid by Subrecipient to NODC from funds other than those provided by NODC under this Agreement.

15. GENERAL PROVISIONS.

a. Governing Law. This Agreement shall be governed by the laws of the State of Washington, without giving effect to the conflicts of laws provisions thereof.

b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.

e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without NODC's prior written consent, which NODC may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from NODC, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by NODC prior to its execution.

f. **Notices.** Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to NODC:

Karen Affeld
Executive Director
North Olympic Peninsula Resource Conservation and Development District
Port Angeles, WA 98362
360-477-1593
karen@noprcd.org

If to Subrecipient:

William R. Fleck
City Attorney/Planner
City of Forks
500 East Division Street
Forks, WA 98331
360-374-5412, ext. 111
rodf@forkswashington.org

g. **Amendment.** Any amendment to this Agreement, including to the Approved Services and the Approved Budget, shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.

h. **Counterpart Execution; Facsimile Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

NODC:

CITY OF FORKS:

By: _____ Date: _____
Name: Karen Affeld
Title: Executive Director

By: _____ Date: _____
Name:
Title:

SUBAWARD AGREEMENT

List of Exhibits

<u>Exhibit A</u>	Subaward Data
<u>Exhibit B</u>	Approved Services
<u>Exhibit C</u>	Approved Budget
<u>Exhibit D</u>	Funding Disbursement Method
<u>Exhibit E</u>	Required Contract Provisions
<u>Exhibit F</u>	Certification Regarding Lobbying
<u>Exhibit G</u>	Dept. of Commerce Financial Assistance Standard Terms and Conditions
<u>Exhibit H</u>	NODC Federal Notice of Award

Exhibit A

Subaward Data

1.	Subrecipient Name	City of Forks
2.	Subrecipient Unique Entity Identifier (UEI)	DCJKX9MAAU47
3.	Subrecipient Business Address	500 East Division Street Forks, WA 98331
4.	Subrecipient Business Type/Category	City Municipality
5.	Name of Subrecipient Primary Point of Contact	William R. Fleck
6.	Email address of Subrecipient Primary Point of Contact	rodff@forkswashington.org
7.	Phone number Subrecipient Primary Point of Contact	360/374-5412, ext. 111
8.	Name of Subrecipient Fiscal Point of Contact	Caryn DePew
9.	Email address of Subrecipient Fiscal Point of Contact	carynd@forkswashington.org
10.	Phone number Subrecipient Fiscal Point of Contact	360/374-5412, ext. 106
11.	Date of Award to the NODC by Department of Commerce Economic Development Administration	October 1, 2024
12.	Subaward Period of Performance Start Date	April 1, 2025
13.	Subaward Period of Performance End Date	September 30, 2029
14.	Subaward Budget Start Date	April 1, 2025
15.	Subaward Budget End Date	September 30, 2029
16.	Amount of Federal Funds Obligated by this Action by NODC to the Subrecipient	\$500,000
17.	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation	\$500,000
18.	Total Amount of the Federal Award Committed to the Subrecipient by NODC	\$500,000
19.	Federal Award Project Description	Distressed Area Recompete Pilot Program
20.	Name of Awarding Federal Agency	Department of Commerce Economic Development Administration
21.	Name of Pass-Through Entity	NODC
22.	Federal Award Identification Number (FAIN)	ED24HDQ0G0574
23.	Contact Information for NODC Authorizing Official	Karen Affeld karen@noprcd.org (360)477-1593
24.	Assistance Listing Number and Name	11.040 Distressed Area Recompete Pilot Program
25.	Identification of Whether Subaward is Research and Development (R&D)	Not Applicable
26.	Indirect Cost Rate for NODC Federal Award	15%

Exhibit B

Approved Services

EXECUTIVE SUMMARY:

In the 1990s, the City of Forks had a stand-alone economic development staff position that worked to recruit new businesses, assist existing business with innovation and expansion, and address tenant issues at city owned properties such as the industrial park, airports, etc., to support job creation in the city. A decade later, that position was no longer maintained, and those various duties became part of the working portfolios of the City's Clerk/Treasurer and the Attorney/Planner. These two, of the four city management positions, undertook such efforts with the occasional support and assistance of organizations such as the North Olympic Resource Conservation and Development Council (NODC), the Clallam County Economic Development Council, and Port of Port Angeles.

With the passing of the City Clerk/Treasurer in 2023, the City realized as it hired a new person for that position, that it needed a separate person to assist the City's economic and community development efforts. Further, in mid 2024, the City had received strong interest in its vacant industrial park properties and there was renewed realization that additional assistance was needed.

As a subrecipient to the NODC's Distressed Area Recompete Pilot Program, the City's use of the Recompete funding will be for a significant portion (70%) of a five-year funded "Economic & Community Planning Assistant" position. The position and job description was approved by the City Council in September 2024 and was advertised internally, pursuant to City policy, in late November 2024. City is expecting to have a person in this position in January 2025 until December 2029.

Two existing projects are of specific note for 2025:

- 1) One identified and committed employer mentioned in the Recompete application is looking to expand his current 1.5 FTE operation to upward of 6 FTE by late 2025 or early 2026; and,
- 2) One employer in negotiations with the City seeking to invest \$15-20m to develop and operate a manufacturing effort that would employ ~50 people within 12-16 months of execution of a lease with the City.

The Recompete portion of this position would focus on job creation and development opportunities with existing and potential employers at both City-owned properties and within the Forks community. Work would include:

- * Assessment and marketing of available City properties;
- * Assisting new tenants with efforts to access private, state, and/or federal resources;
- * Assist existing and new tenants with Recompete PAEG programs to aid in fulfilling their need for employees;

- * Work with current licensee's to expand business opportunities with the objective of increasing new job growth;
- * Coordinate tenant improvements where associated with local, state, and/or federal resources; and,
- * Assist with Recompete engagement activities to include meetings, outreach presentations, trainings, etc.

SUMMARY OF ACTIVITIES:

Activity Title	Short Description of Activity	Output(s) / Deliverable(s)	Responsible Organization(s) / Individual(s)	Approximate Start / End Date
Role Development	Develop network connectivity for new hire with economic, job promotion organizations at a county, regional, and state level. From that, develop initial internal role approach			1 Jan 2025- 30 Jun 2025
Initial Assessment & Marketing of Industrial Park Property	Participate in NRIC EDA funded assessment and marketing overview of Industrial Park property.	Assessment documents from grant utilized	City of Forks New Hire City Attorney/Planner	1 Jan 2025 – 30 Jun 2025
Development of Forks Industrial Park Marketing Plan	With insight from NRIC EDA assessment, develop marketing approach for properties within Industrial Park.	Marketing Plan for Forks Industrial Park	City of Forks New Hire CA/P	April 2025 – Sep 2025
Project Development Preliminary Plan	Based upon NRIC EDA assessment, develop necessary project statements, overview, and potential funding approaches to address identified needs.	Individual project development overview plan	City of Forks New Hire CA/P	April 2025 – Sep 2025
2025 Project Development and Implementation	Pursue funding, permitting, and then execute where possible the project plan. Note where modifications should be made and adapt plan accordingly.	Monthly reports to include project specific report \$ of funding secured	City of Forks New Hire CA/P	May 2025-Dec 2025
2025 Marketing and Promotion	Develop and implement with funding available marketing of Forks and Forks properties.	Monthly reports with quarterly or biannual assessment of impact of promotional activities # of new tenants # of new jobs	City of Forks New Hire	May 2025-Dec 2025

2025 Business and Tenant Assistance	Meet with businesses and tenants to determine what collaboration and/or connectivity could result in their benefitting from Recompete efforts.	Monthly reports	City of Forks New Hire	May 2025-Dec 2025
2025 Recompete Assistance with Coordination and Implementation	Participate in Recompete meetings and administrative activities.	Monthly reports	City of Forks New Hire CA/P	Jan 2025-Dec 2025
2025 Recompete Pilot Program coordination	Participate in NODC's quarterly coordination meetings with the subrecipients of the Recompete Pilot Program and the regional coalition.	Monthly reports	City of Forks New Hire	Jan 2025-Dec 2025
Develop 2026 Work Plan	Assess past year and develop a 2026 work plan adjust scope of work as needed based thereon.	Annual work plan	City of Forks New Hire CA/P	Nov-Dec 2025
2026 Project Development and Implementation	With any needed adaptations, pursue funding, permitting, and then execute where possible the project plan. Note where modifications should be made and adapt plan accordingly.	Monthly reports to include project specific report \$ of funding secured	City of Forks New Hire CA/P	Jan 2026-Dec 2026
2026 Marketing and Promotion	Develop and implement with funding available marketing of Forks and Forks properties.	Monthly reports with quarterly or biannual assessment of impact of promotional activities # of new tenants # of new jobs	City of Forks New Hire	Jan 2026-Dec 2026
2026 Business and Tenant Assistance	Meet with business and tenants to determine what collaboration and/or connectivity could result in their benefitting from Recompete efforts.	Monthly reports	City of Forks New Hire	Jan 2026-Dec 2026
2026 Recompete Assistance with Coordination and Implementation	Participate in Recompete meetings and administrative activities.	Monthly reports	City of Forks New Hire CA/P	Jan 2026-Dec 2026

Develop 2027 Work Plan	Assess past two years and develop a 2027 work plan adjust scope of work as needed based thereon.	Annual work plan	City of Forks New Hire CA/P	15 Oct 2026 - 31 Dec 2026
2027 Project Development and Implementation	With any needed adaptations, pursue funding, permitting, and then execute where possible the project plan. Note where modifications should be made and adapt plan accordingly.	Monthly reports to include project specific report \$ of funding secured	City of Forks New Hire CA/P	Jan 2027-Dec 2027
2027 Marketing and Promotion	Develop and implement with funding available marketing of Forks and Forks properties.	Monthly reports with quarterly or biannual assessment of impact of promotional activities # of new tenants # of new jobs	City of Forks New Hire	Jan 2027-Dec 2027
2027 Business and Tenant Assistance	Meet with business and tenants to determine what collaboration and/or connectivity could result in their benefitting from Recompete efforts.	Monthly reports	City of Forks New Hire	Jan 2027-Dec 2027
2027 Recompete Assistance with Coordination and Implementation	Participate in Recompete meetings and administrative activities.	Monthly reports	City of Forks New Hire CA/P	Jan 2027-Dec 2027
2027 Recompete Distressed Communities Coordination and Implementation	Participate in NODC coordinated meetings with the subrecipients of the Tribes and Distressed Communities project.	Monthly reports	City of Forks New Hire CA/P	Jan 2027-Dec 2027
Develop 2028 Work Plan	Assess past three years and develop a 2028 work plan adjust scope of work as needed based thereon.	Annual work plan	City of Forks New Hire CA/P	15 Oct 2027 - 31 Dec 2027
2028 Project Development and Implementation	With any needed adaptations, pursue funding, permitting, and then execute where possible the project plan. Note where modifications should be made and adapt plan accordingly.	Monthly reports to include project specific report \$ of funding secured	City of Forks New Hire CA/P	Jan 2028-Dec 2028

2028 Marketing and Promotion	Develop and implement with funding available marketing of Forks and Forks properties.	Monthly reports with quarterly or biannual assessment of impact of promotional activities # of new tenants # of new jobs	City of Forks New Hire	Jan 2028-Dec 2028
2028 Business and Tenant Assistance	Meet with business and tenants to determine what collaboration and/or connectivity could result in their benefitting from Recompete efforts.	Monthly reports	City of Forks New Hire	Jan 2028-Dec 2028
2028 Recompete Assistance with Coordination and Implementation	Participate in Recompete meetings and administrative activities.	Monthly reports	City of Forks New Hire CA/P	Jan 2028-Dec 2028
2028 Recompete Distressed Communities Coordination and Implementation	Participate in NODC coordinated meetings with the subrecipients of the Tribes and Distressed Communities project.	Monthly reports	City of Forks New Hire CA/P	Jan 2028-Dec 2028
Develop 2029 Work Plan	Assess past four years and develop a 2029 work plan adjust scope of work as needed based thereon.	Annual work plan	City of Forks New Hire CA/P	15 Oct 2028 - 31 Dec 2028
Develop 2030 Post-Recompete Plan and Position Transition	After developing the above work plan, develop a plan for 2030 regarding post-Recompete work and the position.	Post Recompete plan	City of Forks New Hire CA/P	1 Jan 2029 - 28 Feb 2029
2029 Project Development and Implementation	With any needed adaptations, pursue funding, permitting, and then execute where possible the project plan. Note where modifications should be made and adapt plan accordingly.	Monthly reports to include project specific report	City of Forks New Hire CA/P	Jan 2029-Dec 2029
2029 Marketing and Promotion	Develop and implement with funding available marketing of Forks and Forks properties.	Monthly reports to include project specific report	City of Forks New Hire	Jan 2029-Dec 2029
2029 Business and Tenant Assistance	Meet with business and tenants to determine what collaboration and/or connectivity could result in their benefitting from Recompete efforts.	Monthly reports	City of Forks New Hire	Jan 2029-Dec 2029
2029 Recompete Assistance with	Participate in Recompete meetings and administrative	Monthly reports	City of Forks New Hire	Jan 2029-Dec 2029

Coordination and Implementation	activities.		CA/P	
2028 Recompete Distressed Communities Coordination and Implementation	Participate in NODC coordinated meetings with the subrecipients of the Tribes and Distressed Communities project.	Monthly reports	City of Forks New Hire CA/P	Jan 2029-Dec 2029
Recompete CLOSE OUT	Review and complete any close reports, summations, etc., required as part of the Recompete grant program	Final reports as required by EDA	City of Forks New Hire CA/P	Oct 2029-Dec 2029

Exhibit C

Approved Budget

Total Project Budget	
EDA grant funded	\$500,000.00

	Line Item Budget
Personnel	\$375,000.00
Fringe Benefits	\$0.00
Travel	\$21,000.00
Equipment	\$2,000.00
Supplies	\$2,000.00
Contractual - Subawards	\$75,000.00
Other	\$ 0.00
Total Direct Charges	\$475,000.00
Indirect Charges	\$25,000.00
Total Project Budget	\$500,000.00

Exhibit D

Funding Disbursement Method

- 1. Estimates of quarterly expenditures.** By the 15th day of each quarter (April, July, October, January), subrecipient shall provide NODC with an estimate of expected expenditures for each budget line item for that quarter, using the attached form.
- 2. Invoicing.** By the 20th day of each month, subrecipient shall submit an invoice to NODC requesting reimbursement for expenditures made in the previous month, along with the following documentation of expenditures:
 - a. Documentation of personnel expenditures (time sheets or other records).
 - b. Copies of invoices and receipts for purchases of supplies and equipment.
 - c. Documentation of travel expenses, including records for local mileage payments and receipts for meals, lodging, airfare, tolls, parking, taxis and other travel costs.
 - d. Copies of any subcontracts along with invoices for contractual expenses.
- 3. Payment.** Provided that invoices are received by the 20th of the month for which expenses reimbursement is sought, NODC will make payment within 30 days except that NODC reserves the right to withhold payment in the following situations:
 - a. If appropriate documentation of expenses has not been provided.
 - b. If expenditures are not allowable under federal or Commerce EDA regulations.
 - c. If sub-recipient has reports that are delinquent.
 - d. If payment to NODC has been delayed, suspended or canceled by Commerce EDA.

Exhibit E

Required Contract Provisions

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.

- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- J. **Buy American Act (41 U.S.C. §§ 8301-8305):** For all contracts for the acquisition of steel, iron and manufactured goods, NODC shall obtain from the contractor a certification confirming that the contractor has not been convicted of violating the Buy American Act, 41 U.S.C. §§ 8301-8305. A clause will also be included that the contractor's acquisition of steel, iron and manufactured goods, with funding provided through the contract, is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable.
- K. **Drug-Free Workplace (49 CFR Part 32):** For all contracts, NODC shall obtain from the contractor a certification that it complies with Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- L. **Domestic preferences for procurements:** As appropriate and to the extent consistent with law, contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- M. **Prohibition on certain telecommunications and video surveillance services or equipment:** NODC and subrecipients are prohibited from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- N. **Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit F

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, on behalf of [Subrecipient], certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Forks

By: _____

Name:

Title:

Date: _____

Exhibit G

Dept. of Commerce Financial Assistance Standard Terms and Conditions
[DOC Financial Assistance General Terms and Conditions as of 01 October 2024.pdf](#)

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
GENERAL TERMS AND CONDITIONS



DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS

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Authorized Budget

Column D should match the SF-424A form (total budget). Line Item Budget will autopopulate from Budget Narrative tab.

Total Project Budget

EDA grant funded	\$500,000.00
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Line Item Budget

Personnel	\$375,000.00
Fringe Benefits	\$0.00
Travel	\$ 21,000.00
Equipment	\$2,000.00
Supplies	\$2,000.00
Contractual - Subawards	\$75,000.00
Other	\$ -
Total Direct Charges	\$475,000.00
Indirect Charges	\$25,000.00
Total Project Budget	\$500,000.00

Personnel - Cost as shown on the Staffing Plan. This will autofill from what is entered on the Staffing Plan tab.	
Total Personnel Costs	\$375,000

Fringe - Associated fringe costs for the personnel listed in the staffing plan. This will autofill from what is entered on the Staffing Plan tab.	
Total Fringe Costs	\$0

Travel - Requirements for travel costs can be found in 2 CFR 200.475.			
Event	Travelers	Description and purpose of the cost to the project	\$ from Award
Various - 4 qrtly project mtgs; RECOMPETE administrative mtgs; business assistance/recruitment trips to Seattle, Portland; regional wood products and/or sustainable building conference; trainings; etc.	1	\$4,200 estimated per year	\$ 21,000.00
			\$ -
			\$ -
			\$ -
Total Travel Costs			\$ 21,000.00

Equipment - Typically exceeds \$5000 per unit cost and has a useful life greater than 1 year. See the definition of equipment at 2 CFR 200.1.			
Equipment	Cost per Unit & Quantity	Description and purpose of the cost to the project	\$ from Award
Computer	2,000/1	New computer for new position	\$ 2,000.00
			\$ -
Total Equipment Costs			\$ 2,000.00

Supplies - Supplies must be itemized and must correlate to the purpose of the award. Miscellaneous is not sufficient. See the definition of supplies at 2 CFR 200.1.			
Supplies	Cost per Unit & Quantity	Description and purpose of the cost to the project	\$ from Award
Misc Supplies		\$400/year for pens, paper, binders, copier costs, etc.	\$ 2,000.00
			\$ -
			\$ -
			\$ -
Total Supply Costs			\$ 2,000.00

Contractual - Contractors are subject to procurement standards in 2 CFR 200.317 - 200.327. All Subawards to eligible recipients should be noted under this line item as well. Please denote in the second column if this line item applies to a "subaward" or "contract." For guidance on the difference between a subaward and a contract, see 2 CFR 200.331.			
Organization Name (if applicable)	Subaward or Contract?	Details of services being provided or work being done for the project	\$ from Award
TBD Professional Servies		Limited contractual services from professionals and/or skilled craftspeople to include accounting, legal, marketing, design, business management, etc.	\$ 75,000.00
Total Contractual Costs			\$ 75,000.00

Other - any other costs that do not fit in previous categories.			
Other	Quantity	Description and purpose of the cost to the project	\$ from Award
			\$ -
			\$ -
			\$ -
Total Other Costs			\$ -

Authorized Staffing Plan

Staffing Plan - Budget

<u>Name</u>	<u>Annual Salary/Rate</u>	<u>% of Annual Hours for project</u>	<u>Annual \$ from Award</u>	<u>Number of Years</u>	<u>Total Cost by Employee</u>
Employee 1 - To Be Determined	\$104,280	70%	\$75,000	5.00	\$375,000
Employee 2 - City Attorney/Planner	\$146,429	15%	\$0	5.00	\$0
Employee 3 - HR/Admin Assistant	\$107,626	10%	\$0	5.00	\$0
Employee 4	\$0	0%	\$0	0.00	\$0
Employee 5	\$0	0%	\$0	0.00	\$0
Employee 6	\$0	0%	\$0	0.00	\$0
Total Personnel Costs					\$375,000
Total Fringe Costs (Please Provide the Basis for Fringe Calculations)					\$0

Staffing Plan - Narrative

<u>Name</u>	<u>Title</u>	<u>Project Responsibilities</u>
Employee 1	Economic and Community Planning Assistant	Assist the Mayor and City Attorney/Planner with community and economic development planning, project developing and implementation, and RECOMPETE job creation initiatives. See Job Description for details
Employee 2 - Rod Fleck	City Attorney/Planner	Under this subrecipient agreement, provide oversight, supervision, and guidance to Employee One during the the week. Review undertaking and provide guidance/assistance to the employee in order to ensure City is meeting objectives of the position as articulated in the adaptable work plan.
Employee 3 - Nerissa Davis	Human Resources Administrative Assistance	Administrative staff support to Employee One on an "as needed basis".
Employee 4		
Employee 5		
Employee 6		

EDA DISCLAIMER: This template is provided at the request of Applicants as an optional tool to clarify the required information for your application in accordance with the required, standard OMB approved forms (SF-424, SF-424A). It in no way prevents you from supplying this information in an alternate format.

Project Costs must be substantiated to the point that the award official can determine whether proposed costs appear reasonable, allocable, and necessary to meet the project's Scope of Work, as well as whether those costs meet any other specific requirements that may apply. This optional workbook can help your organization meet those requirements.

Instructions: This is an optional template. Please fill out the Staffing Plan and the Budget Narrative. The Budget Overview tab will autopopulate based on the inputs from the other tabs.

Recompete Phase 2 applicants: Please note that there is a separate, optional template for documenting community commitments, including those involve either cash match or in-kind match ("Phase 2 Recompete Community Commitments Template" on the Recompete website). Applicants are encouraged to use that template for match documentation but are welcome to include detail here as well.

Yakima

Valley (<http://yvmuseum.org>)

Museum

Yakima

Valley (<http://yakimavalleytrolleys.org>)

Trolleys



The Washington State Legislature established the Semiquincentennial Committee via Senate Bill 5756 (<https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Senate%20Passed%20Legislature/5756-S.PL.pdf?q=20220405163731>) to coordinate and provide guidance for Washington's official observance of the 250th anniversary of the founding of the United States, as marked by the Declaration of Independence in 1776. The committee is chaired by the Lieutenant Governor and supported administratively by the Washington State Historical Society.

Quick Links

<https://america250wa.org/partners/>

Contact

([http](#)

([htt](#)



Join the Team — Become an America250 WA Partner

Partners will be key to ensuring every community in Washington is aware of and able to participate in America250 activities. Join the America250 WA Team to receive ideas and tips for commemorating the 250th in your community.

* Required

1. Organization Name *

Enter your answer

2. Organization Type *

Select your answer



3. Contact First Name *

Enter your answer

4. Contact Last Name *

Enter your answer

5. Contact Title/Role *

Enter your answer

6. Contact Email *

Enter your answer

7. County Where Organization is Based *

Select your answer



8. City Where Organization is Based *

Enter your answer

9. Organization Website *

Enter your answer

10. Mailing Address *

Enter your answer

11. City *

Enter your answer

12. State *

Enter your answer

13. ZIP Code *

Enter your answer

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CELEBRATE YOUTH WEEK

A Proclamation Designating May 1–7, 2025 as Youth Week

WHEREAS, the City of Forks has devoted itself to its children and their activities, building a stronger and safer community for all its citizens; and

WHEREAS, the Forks Elks Lodge 2524 has similarly devoted itself to this endeavor; and

WHEREAS, the Benevolent and Protective Order of Elks has designated the first week of May as Youth Week; and

WHEREAS, both the City of Forks and the Forks Elks Lodge are dedicated to the youth of this community.

NOW THEREFORE, as Mayor, I do hereby proclaim May 1-7, 2025 as Youth Week in the City of Forks, joining in similar proclamations at local, state, and national levels.

Dated this 14th day of April 2025

Tim Fletcher, Mayor

A FRATERNAL ORGANIZATION



Forks Elks Lodge #2524

Dear Mayor Tim Fletcher and Forks City Council,

On behalf of the Forks Elks Lodge #2524, I would like to request that the first week of May be declared as Youth Week for the City of Forks. During this time the Lodge will be assisting with various Youth Activities, culminating with the Youth Appreciation Dinner with announcement of scholarship winners. Please find a copy of a past declaration enclosed as requested.

Thank you for your continued support of the Forks Elks Lodge #2524 and its commitment to our community.

Fraternally,

A handwritten signature in blue ink that reads "Jeanna Snell".

Jeanna Snell, Secretary

Forks Elks Lodge #2524

secretary@forkselks.com

The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, on November 1, 1950, regarding the land owned by the United States in the State of California.

The total area of land owned by the United States in California is approximately 100,000,000 acres.

Very truly yours,
W. J. [Signature]

Nettie Grant
PO Box 396
Forks WA 98331

City of Forks
500 East Division Street
Forks WA 98331

March 24, 2025

Dear City of Forks,

Please accept this letter as a formal notification of resignation from my position as elected council member, position one, to the city of Forks, effective March 24, 2025.


This decision has not been made in haste. I have enjoyed my time serving this community while working alongside dedicated individuals. However, due to unforeseen circumstances, I am unable to continue fulfilling my responsibilities as a council member.

I want to express my sincere gratitude for the opportunity to serve. I have learned a great deal that I will carry with me. I wish the council and the community all the best in the future.

Thank you again for your support and understanding.

Respectfully,

Nettie Grant

A handwritten signature in black ink, appearing to read "Nettie Grant", followed by a long horizontal line extending to the right.

FORKS CITY COUNCIL VACANCY

The Mayor is requesting letters of interest from individuals willing to serve on the City Council to fill the unexpired term of the office held by former Council Member Nettie Grant. Individuals interested in serving must reside within the Forks city limits and be a registered voter. Selection will be by the City Council at their meeting on April 28, 2025 at 7:30 p.m. The selected individual will serve until December 31, 2027 and will be required to file necessary paperwork with the State's Public Disclosure Commission.

Individuals interested in serving should send a letter of interest and any other materials they deem pertinent for Council to review to City Clerk/Treasurer Caryn DePew at 500 East Division Street, Forks, Washington 98331. Letters can also be e-mailed to admin.assistant@forkswashington.org. **All letters must be received by the City no later than 5:00 p.m. on April 22, 2025.**



City of Forks
Request for Qualifications
For Engineering Services Needed
Quillayute (UIL) Airport

Submissions Due 2 May 2025

The City of Forks as sponsor of the Quillayute Airport, a public use airport facility, invites interested qualified persons and firms to submit Statements of Qualifications (SOQ) for engineering design and construction management/inspection services for the City's Runway 04/22 Rehabilitation and Improvement Projects. Persons or firms must be able to demonstrate the knowledge, expertise, experience, and professional credentials to accomplish project engineering design and construction management/inspection services for airport development that complies with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) requirements, FAA Advisory Circulars (AC's), and federal, state and local laws, regulations and standards. The City expects to fund both the engineering work and the associated construction work over a five (5) period, and fund the projects with funds from the FAA with AIP &/or BIL grant funds, WSDOT-Aviation funds, and/or the City of Forks funds.

As its initial project for 2025, the City of Forks is planning to obtain design and bid documents for runway signage and rehabilitation project (Project) to Runway 4/22. Further, the selected consultant would provide construction compliance inspections and oversight for the Project, if awarded, after proper federal and state solicitation. The Project is estimated to take place in **2025 -2027** and would utilize federal FAA funding. Selected consultant would assist the City of Forks with all FAA applications and reporting requirements associated with the initial Project. The initial Project is generally described as:

1. Perform necessary spall, crack, and joint maintenance to runway, taxiways, and apron pavements.
2. Repaint/repair 4/22 markings.
3. Installation of mandatory airfield signage for 4/22 to include hold position signs for taxiway/runway intersection.
4. Installation of taxiway location and in-bound destination signs.
5. Installation of runway distance remaining signage associated with 1,000-foot increments in both directions.
6. Repainting of edge stripes, installation of NPI runway markings, and edge reflectors.
7. Upgrade airport entrance gate with electronic controlled access, if deemed appropriate.

Selected consultant would be on-call for aviation related engineering services for the Quillayute Airport for a period of five (5) years. After the initial project, the selected engineer could be asked to assist with subsequent projects for which the Consultant would be requested to perform subject to a new contract or contract addendum, and FAA approval and funding, could include:

1. Airport lighting may include runway lighting and signage lighting;
2. Fencing;
3. Nav aids; and,
4. Additional runway maintenance and repair.

The City of Forks goal is to meet Federal Aviation Administration Airport Design and Construction Standards within a total project budget of less than \$600,000 (including any required matching funds from the City of Forks associated with FAA AIP grant funds).

It is the City of Forks desire to have selected a consultant and negotiated a contract so that the design contract may be signed by 20 May 2025 with construction work to be bid in early 2026 for the initial project. The City of Forks is expecting to submit an AIP grant application to the FAA for Phase One Design for the initial project in June or July 2025.

RFQ information is available on the City of Forks' website (<https://forkswashington.org>) or by contacting nickd@forkswashington.org or rodf@forkswashington.org.

SUBMISSIONS DUE BY 1 P.M., 2 May 2025. Review, with possible interviews (in person or vid-conference) to occur the following week with a recommendation to the City Council occurring during its meeting of 12 May 2025.

The City of Forks is an Equal Opportunity and Affirmative Action Employer. Women- and minority-owned firms are encouraged to submit statements and proposals for this project. Pursuant to Title VI of the Civil Rights Act of 1964, all respondents shall be provided a full opportunity to respond to this request and none shall be discriminated against on the ground of race, color and national origin, or sex in consideration for an award.

WWTP Improvements

Check Number	Invoice Date	Name	Engineering	Inspections	Construction	Other	Total Expenditures	County	City	Total Revenue
	06/24/21	ARPA FUNDS					\$0.00		\$541,547.00	\$541,547.00
	09/02/21	ARPA FUNDS							\$529.00	\$529.00
	07/06/22	ARPA FUNDS							\$482,448.00	\$482,448.00
40501	03/23/22	Daily Journal of Commerce				\$307.40	\$307.40			
40793	06/29/22	Daily Journal of Commerce				\$304.75	\$304.75			
41392	12/15/22	Parametrix	\$10,465.00				\$10,465.00			
41392	12/08/22	Parametrix	\$14,138.93				\$14,138.93			
41513	01/23/23	Parametrix	\$5,552.50				\$5,552.50			
41569	02/08/23	Parametrix	\$1,866.25				\$1,866.25			
41955	05/16/23	Parametrix	\$3,015.00				\$3,015.00			
42058	06/28/23	Parametrix	\$5,911.25				\$5,911.25			
42124	07/20/23	Parametrix	\$25,929.97				\$25,929.97			
42227	08/25/23	Parametrix	\$43,379.64				\$43,379.64			
42328	09/29/23	Parametrix	\$40,919.38				\$40,919.38			
42430	10/27/23	Parametrix	\$34,534.87				\$34,534.87			
42516	11/11/23	Daily Journal of Commerce				\$398.75	\$398.75			
42516	11/13/23	Daily Journal of Commerce				\$396.00	\$396.00			
42531	11/29/23	Parametrix	\$66,594.11				\$66,594.11			
42588	11/30/23	Sound Publishing				\$332.86	\$332.86			
42588	11/30/23	Sound Publishing				\$281.24	\$281.24			
42630	12/28/23	Parametrix	\$48,284.50				\$48,284.50			
42755	01/24/24	Parametrix	\$14,761.44				\$14,761.44			
42855	03/01/24	Parametrix	\$13,716.03				\$13,716.03			
42911	12/28/23	Parametrix	\$23,258.75				\$23,258.75			
43012	04/15/24	Parametrix	\$2,126.31				\$2,126.31			
43247	05/31/24	Parametrix	\$2,531.25				\$2,531.25			
43297	06/14/24	Parametrix	\$7,281.58				\$7,281.58			
43561	08/29/24	Parametrix	\$17,862.50				\$17,862.50			
43682	10/02/24	Parametrix	\$12,102.50				\$12,102.50			
43736	11/01/24	Parametrix	\$14,846.29				\$14,846.29			
43828	11/25/24	Parametrix	\$7,094.90				\$7,094.90			

Check Number	Invoice Date	Name	Engineering	Inspections	Construction	Other	Total Expenditures	County	City	Total Revenue	
44040	05/04/25	Parametrix	\$17,120.63				\$17,120.63				
42563	12/03/23	Builders Exchange of WA				\$279.50	\$279.50				
42730	02/03/24	Builders Exchange of WA				\$225.75	\$225.75				
43504	08/31/24	CIS		\$3,219.09			\$3,219.09				
43557	08/31/24	Interwest Const			\$341,411.25		\$341,411.25				
43620	08/01/24	Interwest Const			\$193,851.00		\$193,851.00				
43609	09/30/24	CIS		\$2,500.60			\$2,500.60				
43725	10/31/24	CIS		\$3,494.22			\$3,494.22				
	10/31/24	CC Opportunity Board Grant						\$2,375,610.00		\$2,375,610.00	
43785	10/31/24	Interwest Const			\$310,487.40		\$310,487.40			\$0.00	
43925	12/31/24	Interwest Const			\$265,244.64		\$265,244.64			\$0.00	
43918	11/30/24	CIS		\$1,617.11			\$1,617.11			\$0.00	
43918	12/31/24	CIS		\$1,553.36			\$1,553.36			\$0.00	
43929	12/26/24	Parametrix	\$10,311.71				\$10,311.71			\$0.00	
44036	01/31/25	CIS		\$7,314.90			\$7,314.90			\$0.00	
44093	02/05/25	Interwest Const			\$186,683.40		\$186,683.40			\$0.00	
44059	11/01/24	Interwest Const			\$498,072.18		\$498,072.18			\$0.00	
44142	02/01/25	Interwest Const			\$267,489.40		\$267,489.40			\$0.00	
44194	03/19/25	Parametrix	\$7,641.25				\$7,641.25			\$0.00	
44239	03/31/25	CIS		\$1,233.30			\$1,233.30			\$0.00	
44248	04/02/25	Interwest Const			\$212,002.73		\$212,002.73			\$0.00	
44254	04/07/25	Parametrix	\$11,772.67				\$11,772.67			\$0.00	
							\$0.00			\$0.00	
		Subtotal	\$463,019.21	\$20,932.58	\$2,275,242.00	\$2,526.25	\$2,761,720.04	\$2,375,610.00	\$1,024,524.00	\$3,400,134.00	\$638,413.96 Remaining Funds
										\$295,000.00 Funds Due	
		Obligation/Commitment	\$642,138.76	\$30,000.00	\$2,724,231.00	\$5,000.00	\$3,401,369.76	\$2,670,610.00	\$1,024,524.00	\$3,695,134.00	
		Balance to Completion	\$179,119.55	\$9,067.42	\$448,989.00	\$2,473.75	\$639,649.72	\$295,000.00	\$0.00	\$295,000.00	\$933,413.96
		Total Obligated	\$3,695,134.00								
		Less Total Project Costs	-\$3,401,369.76								
			\$293,764.24				\$295,000 contingency				



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February 21, 2025

Crescent Plumbing
P.O. Box 1333
Forks, WA 98331

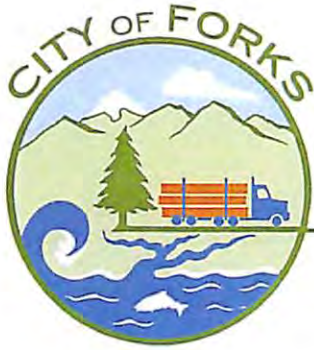
Dear Mr. Fresquez,

Included is a bill for the repair of a meter setter broken on November 25, 2024 at 440 2nd Ave. Per Forks Municipal Code section 13.20.130 Meters, "All meters will be owned, installed and maintained by the city, unless otherwise provided in special contracts and/or writing." Forks Municipal Code section 13.20.050 (2) states, "...the city shall hold any person responsible for the cost of repairing any damage to any of the city's property caused by such usage or tampering."

If you need water turned off or on at the meter for any reason, please call 360-374-5412, ext. 102 or 103 during normal business hours. To have water turned off or on after normal business hours, or over the weekend or a City holiday, please call 360-374-5412 and press "8" (eight) for the jail.

Regards,

Paul Hampton, Public Works Director
City of Forks
360-374-5412, ext. 107 or 360-640-1535



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INVOICE #20250207

Date: February 10, 2025

To: Crescent Plumbing
P.O. Box 1333
Forks, WA 98331

Description	Amount
Repair of meter at 440 2 nd Ave broken by Crescent Plumbing Nov 25, 2024	
Parts w/ sales tax	\$ 259.59
Labor, equipment, 10% administration fee	\$ 116.92
	\$ 376.51
	Total Due*

***Total due upon receipt.**

Please make checks payable to:

City of Forks

**CITY OF FORKS
WATER DEPARTMENT**

WORK ORDER SHEET

Date: November 25, 2024

JOB:

Meter Re-Setter Replacement, Damage
Caused By Crescent Plumber

ADDRESS: 440 2nd Ave

PART DESCRIPTION	SIZE	QTY	PRICE	TOTAL
C-900 Pipe				\$0.00
Steel Elbow				\$0.00
Insert adapter FIPT	1"		\$8.58	\$0.00
Insert adapter MIPT	1"		\$8.58	\$0.00
Insert adapter MIPT	1"x3/4"		\$7.26	\$0.00
Insert Adapter x MIP	3/4"		\$6.34	\$0.00
MJ Gland pac (star grip)				\$0.00
MJ End Cap				\$0.00
Saddle	4"		\$65.68	\$0.00
Saddle	6"		\$79.38	\$0.00
Saddle	8"		\$95.43	\$0.00
Saddle	10"		\$103.57	\$0.00
Saddle	12"		\$116.11	\$0.00
Corp Stop	1"		\$78.80	\$0.00
Curb Stop Ball Valve	3/4"		\$69.05	\$0.00
Curb Stop Ball Valve	1"		\$103.14	\$0.00
1/2 Ecology Block				\$0.00
Meter Re-Setter	3/4"	1	\$239.03	\$239.03
Setter Unions	3/4"		\$19.59	\$0.00
Hose Clamps	16		\$2.69	\$0.00
Poly	1"		\$1.06	\$0.00
Tracer Wire			\$0.25	\$0.00
Valve Box w/ Lid			\$16.09	\$0.00
Meter Box			\$175.82	\$0.00
Drivable Meter Box			\$219.37	\$0.00
Smart Point Radio			\$171.65	\$0.00
Iperl Meter	3/4"		\$147.16	\$0.00
TOTAL PARTS ESTIMATE + TAX				\$259.59
Laborer M.		0.5	\$35.38	\$17.69
Laborer B.		0.5	\$39.10	\$19.55
Laborer R.			\$43.81	\$0.00
Mini Excavator			\$125.00	\$0.00
Vac Trailer		0.5	\$100	\$50.00
Administrative Fee 10%				\$29.68
TOTAL PARTS & LABOR ESTIMATE				\$376.51



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February 18, 2025

To all City of Forks water customers:

This letter is being sent to all City of Forks water customers as a friendly reminder that water meters are the property of the City of Forks and may be turned off or on only by a City employee.

If you do not have a water shut-off valve on your side of the meter, the City highly recommends installing one.

If you need your water turned off or on at the meter for repairs to, or maintenance of, your own water lines or plumbing, please call 360-374-5412, ext. 102 or 103 during normal business hours. If you need your water turned off or on after normal business hours, over the weekend or a City holiday, please call 360-374-5412 and press "8" (eight) for the jail.

Be aware that if you, or someone working for you, turn your water off or on at the meter and damage the meter, you will be billed for all costs associated with the necessary repair or replacement of the meter.

Please see section *13.20.130 Meters* in the Forks Municipal Code (FMC) for more information regarding meters. The FMC can be accessed from the **DOCUMENTS** section of the City's website at www.forkswashington.org.

Your understanding and cooperation in this matter are greatly appreciated.

Regards,

Paul Hampton, Public Works Director

Chapter 13.20 WATER DEPARTMENT

Sections:

- 13.20.010 Definition of terms and duties of personnel.
- 13.20.020 Application for service.
- 13.20.030 Contracts.
- 13.20.040 Water charges.
- 13.20.045 Billing adjustments.
- 13.20.050 Consent for private connections.
- 13.20.060 Responsibility and service preference.
- 13.20.070 Transfer of service.
- 13.20.080 New services.
- 13.20.090 Discontinued water services.
- 13.20.100 Considered regular customer when.
- 13.20.110 Deposits.
- 13.20.120 Water main extension contracts.
- 13.20.130 Meters.
- 13.20.140 Authority – Violation, penalty.
- 13.20.150 Tax addition schedule.

13.20.010 Definition of terms and duties of personnel.

(1) "City," as used in this chapter, includes the mayor and the city council of the city of Forks and the municipal water department.

(2) "Water superintendent" means the official of the water department and such other personnel as the city council may authorize, appointed by the mayor to oversee the water department personnel and the operation and maintenance of the water system, making repairs of all kinds. Supervise construction of all extensions and additions and any construction work in connection with the present water system, and any new system that may be established. The superintendent shall, at all times, be subject to the direction and authority of, and answerable only to, the mayor and shall hold such appointment during the pleasure of the mayor. The above personnel shall receive such salary as the city council may determine. (Ord. 246 § 3, 1982)

13.20.020 Application for service.

(1) The city shall require a connection fee of \$25.00 at the time of application for water service.

(2) For each service applied for, or a transfer within the water system, there shall be a service charge of \$15.00, payable at the time of application for service. An application must be made, in writing, on a standard form at the office of the water department. The application shall set forth: (a) signature of the applicant; (b) owner of the premises to be served; (c) location of premises; (d) address of party paying bills.

(3) An application is merely a written request for service and does not, in itself, bind the city to serve. The city reserves the right to serve water upon any premises, regardless of classification, through either metered or flat rate service. (Ord. 353 §§ 2, 3, 1993; Ord. 294 § 1, 1987; Ord. 246 § 4, 1982)

13.20.030 Contracts.

(1) Upon acceptance, the application shall be considered a contract in which the applicant agrees to abide by such rates, rules and regulations as may be adopted by the city, and to pay all bills promptly.

(2) When a customer's requirements for water are unusual, or necessitate considerable special or reserve equipment or special consideration, the city may require a contract over and above general application contracts, for an extended period and may also require security satisfactory to the city to protect the city against loss and guarantee the performance of the provisions of said contract. The city reserves the right to make special contracts, the provisions and conditions of which may be different from or have exceptions to the regular published schedules. Such special contracts shall be in writing and signed by the proper customer and the city.

(3) Except for special contracts, which specify the length of time to which the contract rate shall be extended, all rates, rules and regulations are subject to change or modification by the city without notice. (Ord. 246 § 5, 1982)

13.20.040 Water charges.

(1) All water services charged are due and payable on the tenth day of each calendar month. Whenever any charge for furnishing water to any customer shall not be paid within 30 days after the same becomes due and payable, the city of Forks, upon prior notice, shall discontinue service of water to such customer and water shall not again be furnished to such customer until all outstanding obligations for water supplied to such customer shall have been paid in full. Whenever disconnection is made for nonpayment of bills, the city of Forks will charge \$25.00 for the cost of collection and reconnection.

(2) The word "notice," as used above, shall mean sending a written notice by regular mail to the customer and/or posting the property supplied with water. If more than one residence is supplied by a meter, such as apartment houses or trailer parks, then the owner of the property as well as each tenant shall be notified by regular mail and/or posting the property and each living unit contained thereon. Notice shall be sent and/or posted for the benefit of a property owner no less than 15 days prior to the shutoff date. If the owner does not pay within five days of the effective date of notice, then each of any tenants upon the owner's property shall be notified by regular mail and/or posting of that tenant's living unit at least five days before the shutoff date and the property owner shall have to pay an additional \$1.00 per tenant notified in addition to any amounts due for water service.

(3) If any customer disputes the amount of a bill the city shall provide that person with an opportunity to meet with a representative of the water department to resolve the dispute. If a meeting is requested by the customer pursuant to this section, then the customer's water shall not be shutoff for nonpayment of a disputed bill for at least 10 days from the date of the meeting even if the shutoff is authorized at an earlier date pursuant to subsection (2) of this section.

(4) At the time specified by a customer that he expects to vacate the premises where service is supplied, or that he desires service to be discontinued, the meter will be read, turned off and a bill rendered, which is payable immediately. If the homeowner desires the water to be left on, a bill will be rendered to owner for minimum monthly charges.

(5) If, at the customer's request, the water is turned on and off, or vice versa, more than once in a meter reading month, a minimum charge of \$10.00 will be made for the labor involved.

(6) Each customer vacating any premises supplied with water service by the city will be responsible for all water supplied to the premises until the city shall have notice of such removal.

(7) Any landowner who has apartments on his property which consist of three or more units, obtaining service from one meter, shall be charged a surcharge of \$2.00 per unit in addition to the minimum and meter charges, occupied or not.


(8) Any landowner who has mobile homes and/or trailers on his or her property consisting of three or more mobile homes and/or trailers placed at locations where they are capable of obtaining service from one meter shall be considered a trailer park or court and shall be charged a surcharge of \$2.00 per mobile home or trailer in addition to the minimum and meter charges, whether or not such mobile homes and/or trailers are currently occupied. (Ord. 353 §§ 4, 5, 1993; Ord. 335 § 1, 1991; Ord. 294 § 2, 1987; Ord. 246 § 6, 1982)

13.20.045 Billing adjustments.

Pursuant to a policy approved by the city council, and subject to modification from time to time by the council, the director of public works, acting as the water superintendent, shall be authorized to approve or deny the adjustment of water billings when a request has been made by a customer following that customer's repair of an outdoor water line that had been leaking. Further, pursuant to such a policy referenced herein, the director of public works may make only one billing adjustment during any five-year period when the requested adjustment is related to a repaired, substantially costly water leak occurring within a building associated with the customer water account for that building and/or parcel. (Ord. 578 § 1, 2010; Ord. 568 § 1, 2009)

13.20.050 Consent for private connections.

(1) It shall be a violation of these rules and regulations for any person or persons to attach to or detach from any water main or service pipe, or water connections through which water is supplied by the city of Forks. No person supplied with water from the city mains will be entitled to use it for any other purpose than stated in their original application, or supply in any way other persons, or premises, or to interfere in any manner with any pipe or connection without first making written application to the city.

 (2) It shall be a violation of these rules and regulations for any person to use or tamper with any valve, curbstop, etc., which is the property of the city for the purpose of turning water on or off, without the express consent of the city. The city shall hold any person responsible for the cost of repairing any damage to any of the city's property caused by such usage or tampering. The city requires every property owner to install his own valve in his own pipe for the control of service to his premises.

(3) It shall be a violation of these rules and regulations for any person, or persons to cut, alter, change, remove, disconnect or connect with or in any manner interfere, meddle or tamper with any fire hydrant owned or used by the city; provided, that the provisions of this section shall not apply to the city of Forks fire department, and/or street department. Other departments of the city may be allowed to connect to said fire hydrants, but before doing so must obtain consent from the water superintendent and must use a spanner or regulation wrench in connection therewith. (Ord. 246 § 7, 1982)

13.20.060 Responsibility and service preference.

(1) The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer's line, plumbing or equipment, and the city may, without notice, discontinue service to any customer when a defective condition of plumbing or equipment upon the premises of the customer results, or is likely to result, in interference with proper service or is likely to cause contamination of the water. The city does not assume the duty of inspecting the customer's lines, plumbing or equipment, and shall not be responsible therefor, and will not be liable for failure of customer to receive service on account of defective plumbing or apparatus on the customer's premises.

(2) Should any meter fail to register correctly, or if a leak should be detected, the city may adjust the billing accordingly. Such adjustment shall be estimated by the city from a corresponding period. In the case of a leak, an adjustment will be made when the leak is detected. The city, however, will adjust only once for a leak and it is the property owners' responsibility to fix the leak, as the city will adjust only one billing.

(3) The city will not permit any physical connection between a private water supply and the city's distribution system or supply line.

(4) The city will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water to the customer avoiding any shortage or interruption of delivery of the same. However, the city will not be liable for high or low pressure conditions, interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby. The city, whenever it shall find it necessary to make repairs or improvements to its system, shall have the right to suspend, temporarily, the delivery of water, but in all such cases, if possible, a reasonable notice will be given to customers, and repairs and improvements will be completed as rapidly as possible.

(5) The use of water upon the premises of the customer is at the risk of the customer, and the responsibility of the city shall cease 12 inches inside the customer's side of the meter.

(6) In case of shortage of supply, the city reserves the right to give preference in the manner of furnishing service for the best interest of public convenience and necessity. (Ord. 246 § 8, 1982)

13.20.070 Transfer of service.

Owners of rental properties may file a "continuous service agreement" with the water department office, requesting that water service be transferred directly into the owner's name, upon the water department receiving a removal notice under FMC 13.20.040 from a tenant. Automatic transfers will still be subject to the \$15.00 service fee under FMC 13.20.020. Rental properties not covered by a "continuous service agreement" will be treated as any other property where a service removal has been filed and will be subject to the \$25.00 connection fee under FMC 13.20.020, along with the \$15.00 service fee under FMC 13.20.020. (Ord. 353 § 6, 1993)

13.20.080 New services.

All new water services will be required to purchase a water meter. Additional cost for labor and material will be required if the water main line does not border the resident's property. (Ord. 381 § 5, 1994)

13.20.090 Discontinued water services.

If a service has been discontinued for any reason and the city of Forks cannot determine that a service has been at that location it will be considered a new service and all fees will apply. If the city of Forks can verify that a service was at that location then it will re-establish that service. The city of Forks will determine if a service existed by locating a meter box in the ground or having any record of an account for that location (meter book page or someone who may have signed for that location). The property owner will be responsible for protecting any unused services. If an unused service has been covered up the owner will be responsible for any costs incurred to re-establish this service. (Ord. 381 § 6, 1994)

13.20.100 Considered regular customer when.

Customers applying for water service after a meter reading day during any month will be considered a regular customer and will be billed on the first day of the second following month for water consumption and minimums. (Ord. 353 § 7, 1993)

13.20.110 Deposits.

Customer water deposits held by the city of Forks as of the effective date of the ordinance codified in this section shall be credited to the customer's account unless the customer has had a disconnection for nonpayment of bills in the last six months. (Ord. 353 § 8, 1993)

13.20.120 Water main extension contracts.

In accordance with the Laws of the State of Washington of 1959, Chapter 261 and subsequent amendments (RCW 35.91.010 through 35.91.050), the city may from time to time, as it deems necessary and advisable, contract with owners of real estate for the construction of water mains, hydrants or appurtenances, hereinafter called "water facilities," within the corporate limits of the city or within 10 miles of the corporate limits connecting with the public water system to serve the area in which real estate of such owners is located, and to provide for a period of not to exceed 15 years from the reimbursement of such owners and their assigns by any owner of real estate who did not contribute to the original cost of such water facilities, and who subsequently tap on to or use the same of the fair pro rata share of the cost of construction of said water facilities, including not only those directly connected thereto, but also users connected to laterals or branches connected thereto, subject to such reasonable rules and regulations as the city may provide or contract, notwithstanding the provisions of any other law. The provisions of such contract shall not be effective as to any owner of real estate not a party thereto unless such contract shall have been recorded in the office of the county auditor for Clallam County prior to the time such owner taps into or connects to said water facilities.

That in connection with the terms of the contract and the law enforcement thereof all of the terms of Chapter 261, Laws of 1959, as hereafter amended, shall apply. (Ord. 246 § 9, 1982)

*** 13.20.130 Meters.**

(1) After September 1, 1953, all premises or customers served by the city shall be metered. All meters will be owned, installed and maintained by the city, unless otherwise provided in special contracts and/or writing.

(2) Where a meter is used to measure the total water used, as in apartment houses, residential courts, water districts, etc., the city will not furnish or read auxiliary or submeters used for the customer's convenience.

(3) The city will keep an accurate account of its meter reading books, which shall be offered at all times, places and courts as prima facia evidence of the use of water service by the customer, and shall be the basis on which all bills are calculated.

(4) The city will, upon request, test any customer's meter, and where circumstances require, adjust for wrong charges. When a customer requests a meter test, a deposit of \$10.00 to cover the cost of testing will be required of the customer. The amount deposited will be returned to the customer if the meter is found to overregister more than two percent under conditions of normal operation. The customer will have the right to require the test to be conducted in the presence of an expert or other representative appointed by him.

(5) All meters will be tested before installation and no meter will be placed in service or allowed to remain in service which is known to have a registration error in excess of two percent under normal conditions.

(6) Meters will be read monthly and bills rendered, based on total consumption.

(7) When making charges, all meters serving a customer's premises will be considered separately and the readings will not be combined or split, except where the city, for operating necessity, elects to install two or more meters at a central location. These readings will be combined in making charges.

(8) Only one residence or business will be served by a meter.

(9) The location of the meter or meters must be a place satisfactory to the city before service will be supplied. Ordinarily meters will be installed outside of buildings and between the property line and curb. Where meters are at present or may be installed within a building, the city will not be held responsible for damage for seepage through the wall, nor from leaking meter, pipe or fittings.

(10) No rent or other charge shall be made by the customer against the city for placing or maintaining meters upon customer's premises.

(11) If a meter under-registers due to tampering or piping or in any other way causing under registering, service may be discontinued and will not be reconnected until restitution has been made for the loss of revenue, and satisfactory assurance given that there will be no more tampering.

(12) Meter readings are to be averaged during any period when it is impossible or impracticable to read meters on regular reading date. (Ord. 626 § 1, 2016; Ord. 353 § 9, 1993; Ord. 246 § 10, 1982)

13.20.140 Authority – Violation, penalty.

(1) The city shall have authority to decide any questions which may arise and are not fully covered by any of the provisions of this chapter, and all decisions shall be final. The right is reserved by the city to amend or add to these rules and regulations as experience shows necessity or expediency.

(2) Any person violating any of the provisions of this chapter of the city shall be prosecuted as a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed \$500.00 or imprisonment, or both. (Ord. 246 § 11, 1982)

13.20.150 Tax addition schedule.

The amount of the total of any or all revenue, or other form of tax imposed by any federal or state taxing body upon the city, may be apportioned among the various different classes of service furnished therein, and shall constitute an additional charge to any amounts billed to any customer under any rate schedule or special contract covered by ordinances covering the city. (Ord. 246 § 12, 1982)

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