THE CITY OF SPOKANE
CITY COUNCIL
URBAN EXPERIENCE COMMITTEE

AGENDA FOR 10:00 A.M. MONDAY, OCTOBER 20, 2025

The Spokane City Council's Urban Experience Committee meeting will be held at **10:00 AM October 20, 2025,** in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at https://my.spokanecity.org/citycable5/live/ and https://www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2487 394 4852; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Urban Experience Committee meeting is regularly held every 2nd Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

https://forms.gle/jXDGewSg79FzxieL9

AGENDA

I. Call to Order

II. Discussion Items

1. MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)

2. INFORMATIONAL REPORT PROGRESS PERIODIC UPDATE TO THE CITY'S COMPREHENSIVE PLAN, PLANSPOKANE 2046, INCLUDING CLIMATE PLANNING - TIRRELL BLACK (15 minutes)

3. BICYCLE COUNT UPDATE - COLIN QUINN-HURST (5 minutes)

4. SPOKANE ARTS UPDATE - SKYLER OBERST (10 minutes)

5. RESOLUTION REGARDING HOSTING OF COMMUNITY DAYS - ANDRES GRAGEDA (10 minutes)

6. RESOLUTION TO SET HEARING VACATING A PORTION OF THE ALLEY BETWEEN COLLEGE AVE AND BRIDGE AVE AND BETWEEN SUMMIT BLVD AND LINDEKE ST - ELDON BROWN (5 minutes)

7. RESOLUTION TO SET HEARING FOR THE EUCLID/COLUMBUS ALLEY - ELDON BROWN (5 minutes)

8. ORDINANCE EUCLID/CLEVELAND ALLEY VACATION - ELDON BROWN (0 minutes)

9. CANNON HILL PARK HISTORIC DISTRICT OVERLAY ZONE (SMC 17D.100.285) - MEGAN DUVALL (15 minutes)

10. UNION BLOCK NOMINATION TO THE REGISTER OF HISTORIC PLACES - MEGAN DUVALL (5 minutes)

11. AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING, - JACKSON DEESE (10 minutes)

12. CLEANUP SERVICES RELATED TO WSDOT RIGHT OF WAY - JASON RUFFING (5 minutes)

13. DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION PROJECT - TIM THOMPSON (10 minutes)

14. SBO - DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION PROJECT - TIM THOMPSON (5 minutes)

15. RESOLUTION PAUSING NEW HISTORIC DISTRICT DESIGNATIONS - MICHAEL CATHCART (5 minutes)

16. THREE (3) MONTH EXTENSION OF EXISTING SCATTERED SITE CONTRACTS - ARIELLE ANDERSON (15 minutes)

17. SFY 2026 ENCAMPMENT RESOLUTION PROGRAM (ERP) - KERI CEDERQUIST (15 minutes)

18. APPROVAL OF NEW ROOTS VILLAGE OPERATOR - ARIELLE ANDERSON (10 minutes)

III. Consent Items

1. ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN COLLEGE AVE AND BRIDGE AVE AND BETWEEN SUMMIT BLVD AND LINDEKE ST (DEVELOPMENT SERVICES CENTER)

2. MFTE CONDITIONAL AGREEMENT FOR 619 S CEDAR ST (PLANNING & ECONOMIC DEVELOPMENT)

3. SAFE STREETS FOR SPOKANE SUPPLEMENTAL PLANNING (COMMUNITY AND ECONOMIC DEVELOPMENT)

4. CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS – ESG (COMMUNITY, HOUSING & HUMAN SERVICES)

5. CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS – CDBG (COMMUNITY, HOUSING & HUMAN SERVICES)

6. CDBG NORTHEAST COMMUNITY CENTER COVERED WALKWAY PROJECT-BUDGET INCREASE (COMMUNITY, HOUSING & HUMAN SERVICES)

7. 1680- CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS- HOME (COMMUNITY, HOUSING & HUMAN SERVICES)

IV. Public Testimony

V. Executive Session
Executive Session may be held or reconvened during any Urban Experience Committee meeting.

VI. Adjournment

VII. Next Meeting

Next Urban Experience Committee
The next meeting will be held at the regular date and time of **12:00 PM**. **November 10, 2025**.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be

checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	8/26/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	MONTHLY PERMIT REPORT		

Agenda Wording

MONTHLY PERMIT REPORT

Summary (Background)

MONTHLY PERMIT REPORT

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	10/14/2025
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC		
Contact Name/Phone	TIRRELL BLACK 509-625-6185		
Contact E-Mail	TBLACK@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	INFORMATIONAL REPORT PROGRESS PERIODIC UPDATE TO THE CITY'S		

Agenda Wording

Staff update on PlanSpokane 2046. Update on chapter review efforts, upcoming public engagement opportunities, Update on draft alternatives development (DEIS). Update on Climate Planning and integration with comprehensive plan. Current project information on website: PlanSpokane.org.

Summary (Background)

Every ten years, cities and counties are required to complete a more thorough update to their Comprehensive Plans under the Growth Management Act (GMA). This work is outlined for each required element in RCW 36.70A.130. State law changes include an increased emphasis upon planning for housing and adding climate goals to all comprehensive plans. SEPA review of the revised comprehensive plan is required; the city anticipates a Draft EIS mid-December 2025. Draft chapter review and draft growth scenario information will be shared with the public at a series of public meetings in November 2025. PlanSpokane.org contains the meeting dates and locations.

What impacts would the proposal have on historically excluded communities?

This will be analyzed in Racially Disparate Impacts work around housing and in the Environmental Impact Statement.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data sources for Environmental Impact Statement are from state and federal sources.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

A five-year check in (due in 2031) will check population growth, housing unit production, greenhouse gas inventory and VMT (vehicle miles traveled). Other data required is yet to be established by WA Commerce.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Update to City's Comprehensive Plan will be reviewed by Plan Commission and adopted by City Council in 2026.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
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kdowney@spokanecity.org	eking@spokanecity.org

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	10/15/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	COLIN QUINN- 6804	**Requisition #**	
Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	JBINGLE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	BICYCLE COUNT UPDATE		

Agenda Wording

This is an information-only report on the status of bicycle counters across city facilities, and discussion of current trends, maintenance and operation considerations, and future options for consideration.

Summary (Background)

The City currently operates a network of 12 automatic bicycle counters throughout various facilities including on-street bike lanes and off-street pathways such as the Fish Lake Trail, Don Kardong Bridge, University District Gateway Bridge, and Centennial Trail at various points.

What impacts would the proposal have on historically excluded communities?

This bicycle count program enables the City to monitor impacts of segment, corridor and network improvements across neighborhoods and census tracts, enabling tracking of whether improvements and resulting increases in ridership are distributed to all neighborhoods.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

These location-based counts enable cross-referencing with census tract data regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation and other existing disparities.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Staff in the Planning & Economic Development Department and in Integrated Capital Management continue to monitor the consistency of count data to determine whether data is reliable and accurate, and to identify when maintenance and operations attention is needed for each counter. Maintenance activities include battery replacement, equipment replacement, vegetation removal and facility repair. Monitoring activity includes pulling regular count reports to track disparities in counts, and correct irregularities due to vegetation interference or other location-based issues.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This bicycle count program enables staff to monitor and report on whether the City is achieving adopted goals related to increasing the share of residents and visitors traveling by bicycle.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ ~5,000
Current Year Cost	$ 2,500
Subsequent Year(s) Cost	$ 5,000

Narrative

Counting equipment has been installed and maintained through collaborations with the Spokane Regional Transportation Council, Integrated Capital Management, Planning Services, Streets, and Parks and Recreation.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Mix of project funding and program funding from multiple departments.

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

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nzollinger@spokanecity.org	tkimbrell@spokanecity.org

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ANDRES 625-6821	**Requisition #**	
Contact E-Mail	AGRAGEDA@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	SLAMBDIN		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION REGARDING HOSTING OF COMMUNITY DAYS		

Agenda Wording

A Resolution committing the City Council to regularly hosting Community Days and develop an engagement strategy.

Summary (Background)

Council wishes to increase the frequency of community engagement events, including Community Days, and would like to develop an engagement strategy.

What impacts would the proposal have on historically excluded communities?

Historically excluded communities are less likely to engage in civics. Local government should make an effort to reach those who don't normally engage with legislative or administrative processes.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Council can keep track of how many engagement events are held, how many people participate and what City departments participate.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The Local Governance and Citizenship chapter of the Comprehensive Plan states "Employ a variety of techniques and venues to ensure a broad representation of the citizenry in planning activities.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

A goal in that chapter is to encourage citizens to become engaged in public process opportunities, as well as to encourage the development of responsible citizenship and a knowledge of civics.

Council Subcommittee Review

This resolution was presented to the Equity Subcommittee, which was supportive and is itself looking for ways to increase civic engagement.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$ 652.80**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$ 652.80**

Narrative

The parking spots directly surrounding City Hall cost $1.70 an hour. If we reserve the 16 spots for two hours once a month, that comes to $652.80 in lost revenue a year. (1.7x2)16x12=652.8

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	Reoccurring

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

RESOLUTION NO. 2025-0095

A Resolution committing the City Council to regularly hosting Community Days and develop an engagement strategy.

WHEREAS, one of the fundamental duties of the Spokane City Council is to be available to and engage with as many constituents as possible; and

WHEREAS, it is the goal of the Council to reach constituents who might not normally engage with the civic process because of a lack of knowledge, intimidation, fear or apathy; and

WHEREAS, the Council has been hosting Community Days since 2023 to promote civic engagement, particularly from underrepresented communities; and

WHEREAS, the Community Days have served to highlight community members, organizations and businesses advancing equity in the community; and

WHEREAS, so far, the Council has hosted Community Days to recognize Asian American Heritage Month, Pride Month, Hispanic Heritage Month, Haitian Independence Day and many more cultural celebrations; and

WHEREAS, these celebrations have helped Council understand the needs of these communities and the diversity of services that are being provided by local organizations that are earning the trust of historically excluded community members; and

WHEREAS, the Council wishes to expand the scope of the Community Days by increasing their frequency, allowing for more opportunities to invite as many groups and businesses as possible; and

WHEREAS, The Council encourages community members to engage in Community Days to learn from each other, expand perspectives and build stronger community relationships; and

WHEREAS, the Council wishes to hear from community members on specific topics such as the budget, housing, policing, etc; and

WHEREAS, while the need for these types of unifying events remains constant, they have become less frequent over time; and

WHEREAS, it is the intent of the Council to employ creative strategies to ensure that the needs of all Spokanites are heard and advocated for by their elected representatives; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council commits to working with the Equity Subcommittee, the Director of Communications and Community Engagement and other internal staff to develop an engagement strategy; and

BE IT ALSO RESOLVED that the Council commits to hosting Community Days once a month to highlight different community groups and businesses at City Hall and throughout the City; and

BE IT ALSO RESOLVED that Council requests that the Mayor direct Parking and Code enforcement allow for free parking on Post Street and Spokane Falls Blvd for participants in Community Days from 5 p.m.-7 p.m.; and

BE IT ALSO RESOLVED that the Council requests that the Mayor direct City staff from various departments be present at community engagement events to educate the public on their roles and functions.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

R E S O L U T I O N 2025-0085

WHEREAS, on August 11, 2025, the Spokane City Council received a petition for the vacation of a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **November 17, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ALLEY EXHIBIT
CENTENNIAL RIDGE SUBDIVISION
CITY OF SPOKANE, WA

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

BLOCK 12

COLLEGE AVENUE

35'

25'

22.0' ACCESS & UTILITY EASEMENT

PROPOSED 22' ALLEY

SUMMIT BOULEVARD (VACATED)

40'

LOT 28 — 42.00' × 21.00'

LOT 27 — 57.33' × 21.42'

LOT 26 — 53.12' × 21.42'

LOT 25 — 48.91' × 21.42' / 44.70'

LOT 24 — 42.00' × 21.00'

LOT 23 — 42.00' × 21.00'

LOT 22 — 42.00' × 21.00'

LOT 21 — 42.00' × 21.00'

LOT 20 — 42.00' × 21.00'

LOT 19 — 42.00' × 21.00'

LOT 18 — 42.00' × 21.00'

LOT 1 — 50.01' × 21.00'

LOT 2 — 50.01' × 21.00'

LOT 3 — 50.01' × 21.00'

LOT 4 — 50.01' × 21.00'

LOT 5 — 50.01' × 21.00'

LOT 6 — 50.01' × 21.00'

LOT 7 — 50.01' × 21.00'

LOT 8 — 50.01' × 21.00'

LOT 9 — 40.01' × 21.00'

LOT 10 — 40.01' × 21.00'

LOT 11 — 40.01' × 21.00'

LOT 12 — 40.01' × 21.00'

LOT 13 — 48.01' × 21.00'

LOT 14 — 48.01' × 21.00'

LOT 15 — 48.01' × 21.00'

LOT 16 — 48.01' × 21.00'

LOT 17 — 48.01' × 21.00'

PREVIOUSLY VACATED ALLEY

16.0' ALLY

16' ALLEY TO REMAIN

PREVIOUSLY VACATED ALLEY

16' ALLEY TO BE VACATED

BLOCK 13

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

ADDRESS: 2707 W COLLEGE AVE
PARCEL: 25133.0507

ADDRESS: 2703 W COLLEGE AVE
PARCEL: 25133.0506

ADDRESS: 2718 W BRIDGE AVE
PARCEL: 25133.0503

ADDRESS: 2712 W BRIDGE AVE
PARCEL: 25133.0504

ADDRESS: 2708 W BRIDGE AVE
PARCEL: 25133.0505

NORTH LINDEKE STREET

BRIDGE AVENUE

0 20 40
SCALE: 1"= 40'

LEGEND:

- ALLEY TO BE VACATED
- ALLEY TO REMAIN
- PROPOSED 22' ALLEY

ZONING
RSF (RESIDENTIAL SINGLE-FAMILY)

JURISDICTION
CITY OF SPOKANE

SEWER PURVEYOR
SPOKANE COUNTY WASTE WATER DIVISION

POWER/GAS
AVISTA UTILITIES

WATER PURVEYOR
CITY OF SPOKANE WATER DEPARTMENT

TELEPHONE
LUMEN TECHNOLOGIES

SITE ADDRESS:
2725 W COLLEGE AVE, SPOKANE, WA 99201

FIRE DEPARTMENT:
SPOKANE FIRE DEPARTMENT STATION #4

SynTier Engineering, Inc.
55 Lincoln Road Suite 101 Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

DESIGNED:	RAA	CHECKED:	DATE: JANUARY, 2025
DRAWN:	CLM		

NO.	DATE	DESCRIPTION
REVISIONS		

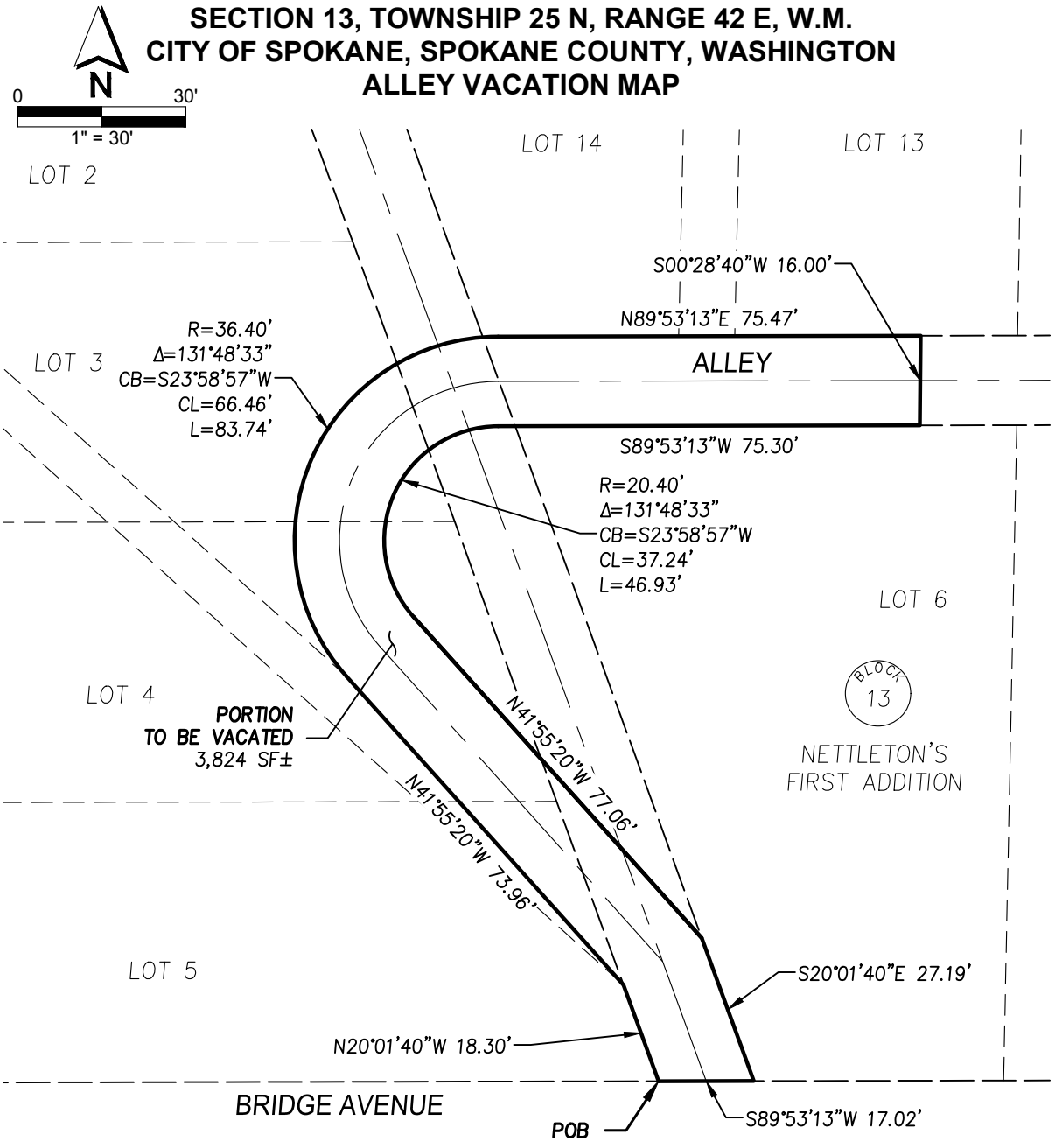
SHEET NO.
C1

JOB NO.
GNC-01

P:\GNC-01 (Centennial Ridge Subdivision)\GNC01-DWGS\Exhibits\ GNC01 - ALLEY EXHIBIT.dwg

EXHIBIT

SECTION 13, TOWNSHIP 25 N, RANGE 42 E, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
ALLEY VACATION MAP



THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY

DARREL WAYNE CARSTEN
STATE OF WASHINGTON
#5152
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/11/2025

SHEET 2 OF 2

P:\GNC-01 (CENTENNIAL RIDGE SUBDIVISION)\GNC01-SURVEY\GNC01-EXH.DWG

SYNTIER
Engineering, Inc.
55 E Lincoln Rd., Suite 101
Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/10/2025
		Clerk's File #	
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION TO SET HEARING FOR THE EUCLID/COLUMBUS ALLEY		

Agenda Wording

Resolution to set the hearing for 12/15/25 for the vacation of the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** 33,750.40	**#** TBD
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Selling the alley would generate $33,750.40 in revenue

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	KAPAUN, MEGAN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
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R E S O L U T I O N 2025-0096

WHEREAS, on June 13, the Spokane City Council received a petition for the vacation of the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St., in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **December 15, 2025** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



CITY OF SPOKANE

Right-of-way Description:
That portion of the alley between Columbus and Nevada, from Euclid to the center of Cleveland Ave

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 6/16/2025

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 12/15/2025

Date Rec'd	10/14/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ORDINANCE EUCLID/CLEVELAND ALLEY VACATION		

Agenda Wording

Public hearing for the vacation of the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	KAPAUN, MEGAN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mnilsson@spokanecity.org	tpalmquist@spokanecity.org
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City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36783

An ordinance vacating the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St

WHEREAS, a petition for the vacation of the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between the south line of Euclid Ave and the center of vacated Cleveland Ave and between Nevada St. and vacated Columbus St is hereby vacated. Parcel number not assigned. Located within the Northeast Quarter of Section 08, Township 25 North, Range 43 East, W.M.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Lumen, and Comcast to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Vacating Streets, Alleys and Other Public Right-of-Ways

Rev.20250114

For both residential and commercial property owners, vacating an unused or unneeded street, alley or other public right-of-way can be a valuable option. If your property is adjacent to an unused street, you might consider a street vacation.

The below list of required items can be submitted in person on the 3rd floor of City Hall or can be mailed to the address listed at the bottom of this page.

(Applications must be for the entire block. Appropriate justification must be submitted with this application in order to deviate from this standard.)

☑ **Completed Vacation Application**
The vacation application must be filled out and signed by the adjacent land owners.

☐ **Application Fee**
A link to pay the application fee will be provided after all the checklist items are received.

☑ **Site Plan**
A dimensioned site plan showing the conceptual layout of the vacated right-of-way after it has been vacated and developed. If the right-of-way is to remain the same after being vacated please indicate this on the site plan. If the vacation area abuts other right-of-ways, the site plan must show how the vacated right-of-way will be closed and how it will interact with the remaining right-of-way.

☑ **Written Narrative**
A written narrative describing the purpose or reason for the proposed right-of-way vacation, a description of what is proposed for the vacated area, and a description of how the vacation is a benefit to the public.

☑ **Responses to the Below Questions**

- Is the right-of-way no longer required for public use or access?
- How will the use of the right-of-way change after it becomes private property.
- Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
- Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinace for the purveyors.

1. The Application

An application requesting the vacation of a street, alley or other public right-of-way should be filed with the City of Spokane, Development Services Center on the Third Floor of City Hall (see application on back). The Development Services Center may be contacted at 509-625-6300.

The application must be signed by the property owners representing at least 66 2/3% of the frontage bordering the right-of-way to be vacated. However, we recommend that you obtain 100% of the bordering property owners' signatures.

2. Proposal Review

When the application is filed, the Development Services Center will review the vacation proposal and verify ownership. Copies of the application will be sent to all concerned City departments and private utilities requesting comments.

3. Public Hearing

After all comments are received and reviewed the Spokane City Council will set a date for a public hearing on the vacation request and notify property owners by mail. The applicant will need to post notices on the site of the proposed vacation.

Prior to the hearing, the Development Services Center will make a recommendation as to the vacation's feasibility to the City Council. The recommendation will include the specific requirements of the vacation, such as drainage, street closure and necessary easements.

The property owner is responsible for paying for the expense of closing the right-of-way. The cost may include removal and replacement of concrete, asphalt, and other items.

4. Payment for Land

Payment for vacated land falls into two categories: for right-of-way that was dedicated less than 25 years ago, the City of Spokane charges one-half the assessed value; for right-of-way that was dedicated more than 25 years ago, the full assessed value will be charged. The value will be based on the unimproved land value of the adjoining property(s), as determined by the Spokane County Assessor's Office.

5. City Council Action

If the City Council approves the vacation application at the public hearing, the Development Services Center will submit an ordinance to the Council for approval which outlines the terms and conditions of the vacation. The ordinance may retain easements for the construction, repair, and maintenance of public and private utilities and services.

When the applicant completes all conditions, final reading of the ordinance will be made.

The City does not determine ownership of the vacated area. It is determined by the original platting of the right-of-way. Typically this would mean that the property would go one-half to the adjoining properties on each side of the vacated area.

This process will take three to six months, possibly more, depending on the circumstances.

Date 8/26/2025

I hereby make application for the vacation of Alleyway east of Nevada between Euclid and Cleveland

from Euclid to Cleveland

The reasons for the vacation are:

Increase in criminal activity. Threats to public safety, including local businesses, Gonzaga Family Haven residents, and students at Gonzaga Preparatory School.

Public benefits to be derived from the vacation are:

Controlled access to the alleyway, with monitoring via cameras by Gonzaga Prep. Coordinating with SPD on enforcment of criminal behavior (trespassing) the alleyway.

Property Owner 1

Parcel Number 35081.0107

Proponent's (Record Owner's) Signature Michael Dougherty

Print Name Gonzaga Preparatory School

Email mdougherty@gprep.com Phone Number 509-777-8125

Office Use Lot ____ Block ____ Addition ____

Property Owner 2

Parcel Number 35081.0402

Proponent's (Record Owner's) Signature Frank Ascolese

Print Name Frank Ascolese

Email fascolese@outlook.com Phone Number 509 710 4933

Office Use Lot ____ Block ____ Addition ____

Property Owner 3

Parcel Number 35081.041

Proponent's (Record Owner's) Signature Carrie Little

Print Name 3012 N Nevada, LLC

Email thelittles3@comcast.net Phone Number 509-951-7656

Office Use Lot ____ Block ____ Addition ____

Property Owner 4

Parcel Number 35081.0102

Proponent's (Record Owner's) Signature [signature]

Print Name Monkey Biz, LLC

Email MonkeybizSpokane@gmail.com Phone Number (509) 995-9659

Office Use Lot ____ Block ____ Addition ____

Return completed application to:

Development Services Center | 808 West Spokane Falls Boulevard, Spokane, WA 99201-3336

my.spokanecity.org | Phone: 509.625.6300

Date 8/26/2025

I hereby make application for the vacation of Alleyway east of Nevada between Euclid and Cleveland

from Euclid to Cleveland

The reasons for the vacation are:

Increase in criminal activity. Threats to public safety, including local businesses, Gonzaga Family Haven residents, and students at Gonzaga Preparatory School.

Public benefits to be derived from the vacation are:

Controlled access to the alleyway, with monitoring via cameras by Gonzaga Prep. Coordinating with SPD on enforcment of criminal behavior (trespassing) the alleyway.

Property Owner 2

Parcel Number 35081.0106

Proponent's (Record Owner's) Signature

Print Name SCHEFFER, A D/RAFFINI, O C

Email Phone Number 509-828-9286

Office Use Lot Block Addition

Property Owner 3

Parcel Number 35081.2105

Proponent's (Record Owner's) Signature

Print Name Gonzaga Haven, LLC

Email JONATHAN.MALLAHAN@CCEASTERN LA.ORG Phone Number 509 991-1027

Office Use Lot Block Addition

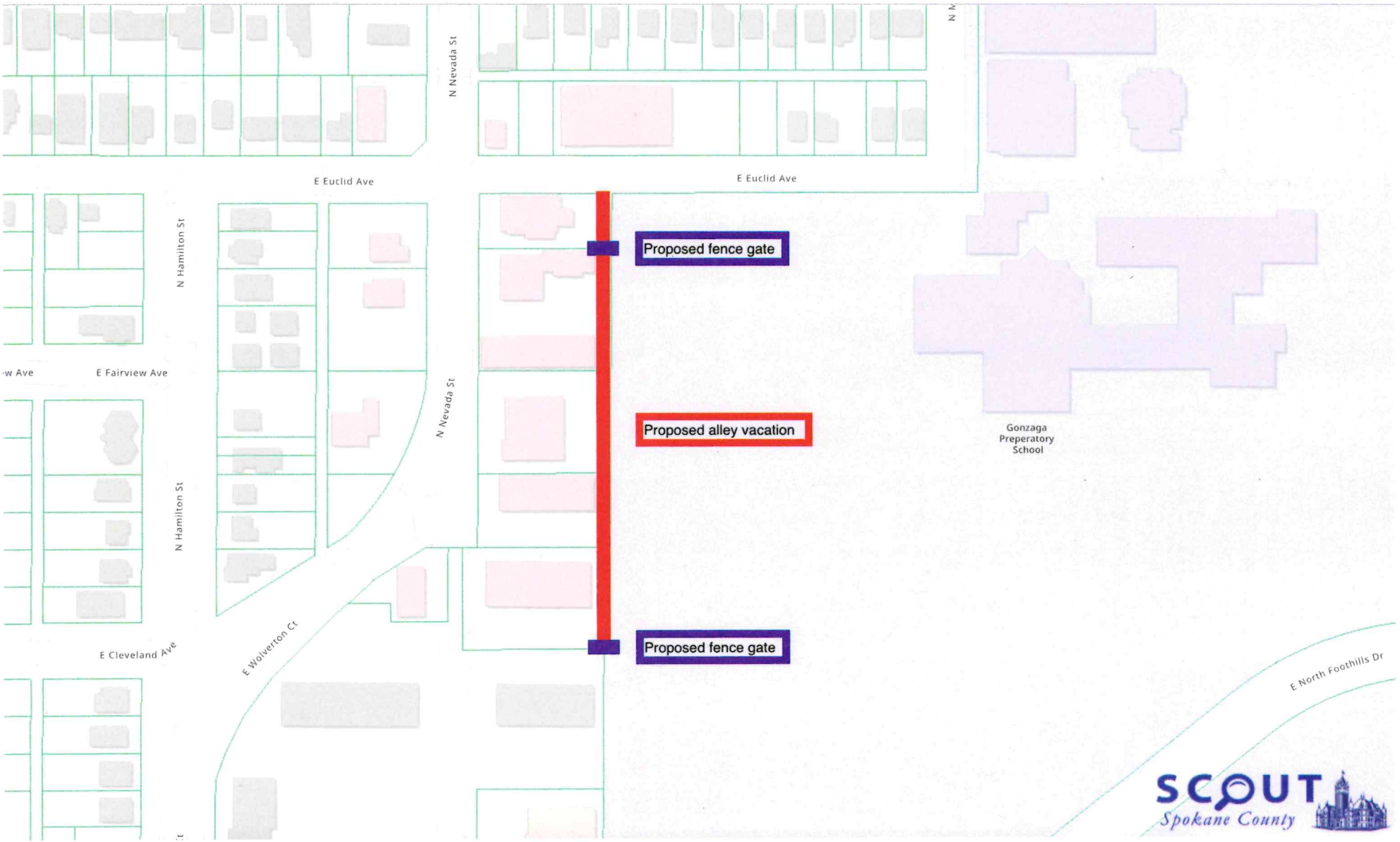
Property Owner 4

Parcel Number 35081.0105

Proponent's (Record Owner's) Signature Cindy Colman, CFO

Print Name SPOKANE SCHOOL DISTRICT #81

Email cindyco@spokaneschools.org Phone Number 509-354-7318


E Euclid Ave
N Nevada St
E Euclid Ave
N Hamilton St
E Fairview Ave
N Nevada St
Proposed fence gate
Proposed alley vacation
Gonzaga Preperatory School
N Hamilton St
E Cleveland Ave
E Wolverton Ct
Proposed fence gate
E North Foothills Dr
SCOUT
Spokane County

Written Narrative

Gonzaga Preparatory School, together with our neighbors, is requesting the vacation of the alleyway located east of Nevada Street, between Euclid Avenue and Cleveland Avenue. This alley is not used by the school or by adjacent businesses. Instead, it has become a consistent nuisance and a threat to public safety due to frequent criminal activity.

Our school security officers track illegal activity, and this alleyway represents the single most pressing safety concern for our students. Neighbors adjacent to the alley share these concerns.
The alleyway runs along the fence line of our athletic fields. Over the past several months, safety concerns have increased significantly. When incidents occur and we contact the Spokane Police Department (SPD) officers inform us that they cannot act on much of the activity because the alley is public right-of-way rather than private property. SPD has suggested that the appropriate remedy is to vacate the alley, install gates at both ends, and post "No Trespassing" signs. This would allow SPD to intervene more effectively when illegal behavior occurs.

As part of this proposal, Gonzaga Preparatory School and our neighbors intend to:

- Install gates at the north and south entrances to the alley, as shown on the attached map.
- Provide keys to all adjacent property owners, utility providers, and relevant government agencies.
- Post "No Trespassing" signage along the alley.
- Install security cameras to monitor the space.
- Partner with SPD to enforce trespassing violations.

This approach balances safety with ongoing access for neighbors, utilities, and public agencies.

Response to Questions

Is the right-of-way no longer required for public use or access?
Yes. Due to criminal activity, none of the adjacent businesses use the alley for property access. In the event that access is needed, all businesses and easement holders will retain access via the locked gates.

How will the use of the right-of-way change after it becomes private property?
The alley will be closed to public use. Access will be restricted to adjacent property owners, easement holders, and authorized utility providers, who will be given keyed entry.

Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
No. All adjacent property owners will continue to have access to the alleyway.

Are there any utilities in the right-of-way, and if so, do you plan to relocate them?
Yes, there are existing utilities in the alleyway. We do not plan to relocate them. The City and utility providers will retain no-build easements under the final vacation ordinance and will be provided keys to ensure access whenever required.

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
October 2, 2025

LOCATION: Alley east of Nevada and between Euclid and vacated Cleveland

PROPONENT: Gonzaga University Preparatory School

PURPOSE: To control access to aid in crime prevention

HEARING: December 15, 2025

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – We do currently have gas and electrical services running in and across this alley (for the entire length of the vacation) to serve the parcels to the east. We will need to reserve easements within this alley for the entire width of the right-of-way.

COMCAST – We do have plant on the eastside of the alley attached to the pole line that we would need access for repairs and customer service.

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen does have facilities in the alleyway both underground and aerial that would need to be protected by an easement.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

PHILLIPS 66 PIPELINE – Phillips 66 does not have any utilities within your attached project vicinity.

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – The Bicycle Advisory Board voted unanimously to recommend the proposed vacation of right-of-way known as the Gonzaga Prep Alley not be approved by City Council. The Board determined that the proposed vacation would result in the permanent hindrance of access for people walking and biking, and noted that the people accessing their home, school, and place of work would be better served if the City improved the alley for people walking and biking.

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT – Fire has no issues with the vacation of alley

INTEGRATED CAPITAL MANAGEMENT – Confirm that other businesses on the west side of the alley no longer need access or can be provided with an alternative access point. Specifically ensure that Hopkins Subaru can still access their back gate.

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT – The Street Department does not object to vacating the alley.

STREET DEPARTMENT COMMENTS 2 – Install city standard driveway approach. Are businesses losing the access to the rear of properties?

WASTEWATER MANAGEMENT – Wastewater Management has no assets in the area. Therefore, provided onsite runoff is maintained and treated on site, we have no objection to the vacation.

WATER DEPARTMENT – Long services should be re-tapped on Nevada Street and existing services to be killed on Euclid

RECOMMENDATION: Engineering recommends against vacating this alley however if City Council decides to vacate, it is recommended that the vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Lumen, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.

2. The existing curb returns at the entrance to the alley will need to be removed and full height curb and sidewalk must be placed across the entrance to the right-of-way. If access is still desired, a driveway approach must be installed across the entrance.

3. The existing water service lines serving 2928 N Nevada and 3012 N Nevada currently run down the alley will need to be capped/abandoned at the main in Euclid. Those properties will then need to be reconnected to the water main in Nevada Street.

4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $33,750.40 and is to be deposited to Budget Account #3200 49199 99999 39510.

5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1. 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services

Eldon W. Brown



CITY OF SPOKANE

Right-of-way Description:
That portion of the alley between Columbus and Nevada, from Euclid to the center of Cleveland Ave

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 6/16/2025

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/22/2025
		Clerk's File #	ORD C36775
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0470 – CANNON HILL PARK HISTORIC DISTRICT OVERLAY ZONE (SMC		

Agenda Wording

The Spokane Historic Landmarks Commission reviews districts for listing on the Spokane Register to ensure that they meet the criteria set out in SMC 17D.100. The Cannon Hill Park HD meets criteria for listing and a nomination, Design Standards & Guidelines, Overlay Zone Ordinance (SMC 17D.100.285) and map were approved by the SHLC.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties and districts for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. To create historic districts in Spokane, an overlay zone ordinance must be created and the district added to the City's official zoning map. The Cannon Hill Park Historic District has been recommended for listing by the Spokane Historic Landmarks Commission. The Commission reviewed the nomination, resource forms, design standards & guidelines, ordinance and map at the August 20, 2025 Landmarks Commission hearing. Owners have returned 80% of mailed ballots (154 of 193 ballots) and 135 YES votes were received (70% in favor). 17 NO votes were received (9%), 2 NEUTRAL votes and 30 unreturned ballots were also counted as NO votes (30% total). District formation requires an owner consent vote of 50% + 1 to move forward to City Council for designation of the district on the official zoning map. The Historic Preservation code resides in Chapter 17 - Unified Development Code of the Spokane Municipal Code and therefore must have an additional recommendation by the Plan Commission. The Historic Preservation Office has held a workshop with Plan Commission (7/23/25) and has a subsequent public hearing (9/24/25) for their official recommendation to City Council. After that recommendation, the proposed overlay zone ordinance (SMC 17D.100.285) will be brought back to City Council for a hearing.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

That specific data is not something that is collected by the Historic Preservation Department.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals Chapter 3: Land Use • LU 2.2 Performance Standards. • LU 5.5 Compatible Development • LU 7.3 Historic Reuse Chapter 6: Housing • H 2.3 Housing Preservation Chapter 8: Urban Design and Historic Preservation • DP 1.1 Landmark Structures, Buildings, and Sites • DP 1.2 New

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
akiehn@spokanecity.org	

ORDINANCE NO. C36775

An ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285.

WHEREAS, the City and Spokane County find that the establishment of a Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, property owners within the proposed district contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Cannon Hill Park Historic District Committee formed to lead the process of district formation. They fundraised and pooled their skills and resources to create the documents required to form the Cannon Hill Park Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Cannon Hill Park Historic District Committee strategized their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, hosted neighborhood workshops, presented at a neighborhood council meeting, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, the Spokane City / County Historic Preservation Office attended and participated in two workshops and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination form, Cannon Hill Park Local Historic District Inventory Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, ballots were sent to owners of property in the proposed district in May 2025. 135 of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Hill Park Local Historic District Overlay Zone (135 “YES” votes out of 193 possible votes which exceeds the 50% +1 required by SMC17D.100.100B);

AND THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.285 to Chapter 17D.100 SMC to read as follows:

17D.100.285 Cannon Hill Park Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Manito/Cannon Hill under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.
1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Cannon Hill Park Local Historic District Overlay Zone Map 17D.100.285-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Hill Park Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Hill Park Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district.
2. The Cannon Hill Park Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Hill Park Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Hill Park Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Hill Park Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Hill Park Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. The Cannon Hill Park Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Findings of Fact and Decision for Council Review
Nomination to the
Spokane Register of Historic Places
Cannon Hill Park Spokane Register Historic District Nomination, Resource Forms and Design Standards & Guidelines

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- The Period of Significance of 1909 to 1958 meets the 50-year age requirement for listing.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).

- The Cannon Hill Park Addition Historic District is eligible for the Spokane Historic Register under Category A.
- It is eligible under Category A for its association with the broad patterns of Spokane history in the area of a planned residential development as a designed and developer-shaped residential neighborhood.
- The Period of Significance for the Cannon Hill Park Historic District is from 1909 when the district was first platted to 1958 with the conclusion of the post-WWII building boom; and 96 percent of the residential lots already built on.

3. SMC17D.100.020: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Cannon Hill Park Historic District contains 191 properties and the vast majority of properties are considered to be "contributing" to the district. Only 11 of the 191 properties (6%) of the properties were built outside of the period of significance for the district (1909-1958) or have been changed significantly from the original construction. Therefore, the Cannon Hill Park Historic District contains a very high degree of integrity.
- Each resource within the Cannon Hill Park Historic District was evaluated for its ability to contribute to the significance and eligibility of the historic district. A determination of whether or not a property contributes to the district was based on the intactness of the property in terms of year of construction, materials, style and building scale as it fits into its immediate surroundings and the planned landscape of the area. If those aspects were met, the property was considered to be contributing to the district.
- All properties within the proposed district boundaries that retained enough integrity as described above were considered to be "contributing" to the district, or "non-contributing" due to age or modifications.
- Breakdown of Contributing to Non-Contributing Resources – **191 TOTAL (193 parcels):**

Contributing Resources of the Cannon Hill Park Historic District		
Contributing	**Non-Contributing (alteration)**	**Out of Period/Age**
180 (94%)	4 (2%)	7 (4%)

4. SMC17D.100.100 B.The proposed management and design standards shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district

sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. A noticing error extended the voting period from July 10, 2025 to August 18, 2025 in order to give all property owners a full 60-days to vote.

- On May 8, 2025 official ballots/petitions with 193 "votes" were mailed to 191 property owners. As of 5:00 pm on Monday, August 18, 2025; 154 votes had been returned and included 135 votes of "YES" to form the historic district and 17 votes of "NO" to not form the district, 2 voters returned ballots as "neutral" which will be tallied as "NO" votes. 39 votes were not returned and are counted as "NO" votes.
- The percentage of returned votes (154 of 193) was 80%.
- Of those who returned ballots, 88% of the votes were in favor of the district's creation.
- Overall, 70% of the TOTAL property owners within the district boundaries were in favor, which exceeds the 50% +1 required by ordinance (97 votes minimum).

5. **Once listed, the "contributing" properties within the Cannon Hill Park Historic District will be eligible to apply for incentives, including:**

   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found on August 20, 2025 that the **Cannon Hill Park Historic District** qualifies for eligibility under Spokane Register Category A. Final approval of the overlay zone ordinance (SMC 17D.100.285), design standards & guidelines and map is recommended to City Council. The report of ballots/voting confirms that property owners in the Cannon Hill Park Historic District are in favor of its formation. This confirms owner consent to the listing. Plan Commission held a hearing on September 24, 2025 and voted 7-1 to recommend to City Council that the overlay zone ordinance be approved. The proposed Cannon Hill Park Historic District Overlay Zone should move forward for City Council consideration to be placed on the official zoning map.

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation

Proposed Adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines

A recommendation from the City Plan Commission to the City Council to approve the adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines. The proposal is related to the request from the Cannon Hill Park property owners requesting the formation of a local historic district in the Manito/Cannon Hill Neighborhood, which would include the approval of the historic district formation through a balloting process and the legislative action to approve an overlay zone.

Findings of Fact:

A. The City of Spokane's Comprehensive Plan 1) encourages the recognition and preservation of unique or outstanding landmark structures, buildings, and sites." (Goal DP 1.1), 2) establishes historic preservation as a high priority within city programs (Goal DP 3.1), 3) supports the identification of historic resources to guide decision making in planning" (Goal DP 3.3) and 4) seeks to maintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation. (Goal DP 3.5).

B. The Comprehensive Plan also supports design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each subarea or historic district. (Goal DP 2.7).

C. To accomplish this, the City's Comprehensive Plan states as a goal to “provide incentives to property owners to encourage historic preservation" (Goal DP 3.9) and assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives (Goal DP 3.11) as well as encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished. (Goal DP 3.12).

D. The City's Comprehensive Plan recognizes our neighborhoods as one of our City's finest assets, and supports assistance to neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment. (Goal DP 3.13).

E. The City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City’s Historic Preservation Ordinance. Part of that recodification included the process for the formation of local historic districts.

F. Several property owners contacted the Spokane Historic Preservation Office in the fall of 2024 requesting that a local historic district be formed in the neighborhood; and

G. The Cannon Hill Park property owners and the Spokane City|County Historic Preservation Office conducted outreach efforts including presentations, two Plan Commission briefings/workshops, neighborhood workshops, created websites with additional information, mailings, and direct feedback from property owners through neighbor-to-neighbor conversations; and

H. After conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination document, Cannon Hill Park Local Historic District Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

I. The adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines would be the final step in the formation of this local historic district.

J. On March 12 and July 23, 2025, Spokane City Plan Commission held a briefing and a workshop to study the proposed ordinance, the formation of the Cannon Hill Park Local Historic District, and the adoption of the Design Standards and Guidelines. Plan Commission voted to advance the proposal to hearing on September 24, 2025.

K. On June 23, 2025, a SEPA sign was posted in Cannon Hill Park informing neighbors of the proposal as well as the August 20 hearing of the Spokane Historic Landmarks Commission meeting.

L. On July 3, 2025, a SEPA Checklist and Request for Comments was emailed to agencies. Comments were due by July 18, 2025.

M. On August 15, 2025, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to adopt this proposed ordinance. On August 18, 2025, the City received an acknowledgement letter from the Department of Commerce.

N. Two public workshops were held on February 26, 2025 and April 23, 2025, and amongst regular check-ins with the project proponents.

O. As required by SMC 17D.100.030, a vote of the property owners within the district boundaries was conducted to determine support for the district. 191 ballots with 193 votes (1 vote per developable parcel within the boundary) were sent via USPS on May 8, 2025. 154 votes (80% return rate) were returned by the deadline on August 18, 2025. The HPO received 135 “YES” votes to form the district, 17 “NO” votes were received; 2 “NEUTRAL” votes (ultimately counted as NO votes) and 39 votes were not returned to the HPO office. Turnout was 80%. Of those who returned ballots, 88% were in favor of forming the district, and once the non-returned votes are accounted for, 70% of the TOTAL owners of properties within

the district boundaries were in favor, which exceeded the 50% +1 required by city ordinance (97 “YES” votes minimum).

P. The City caused notice of the proposed ordinance and announcement of the Plan Commission's September 24, 2025 hearing to be published in the Spokesman Review on August 28, 2025 and again on September 17, 2025.

Q. On August 27, 2025, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed ordinance. The public comment period for the SEPA determination ended on September 12, 2025, at 5:00 pm. No public comments were received.

R. On August 28, 2025, the Historic Preservation Office mailed a Notice of Plan Commission Hearing and SEPA Determination to all property owners in the proposed boundary of the Cannon Hill Park Historic District Overlay with information about the hearing on the overlay zone.

S. On September 24, 2025, the City Plan Commission held a public hearing on the proposed ordinance; public testimony was taken.

Public Comment:

A. During the hearing on September 24, 2025, the Plan Commission heard testimony from three individuals: all three were in favor of the proposed ordinance including the recommendation for the formation of the historic district and adoption of the design standards and guidelines.

B. No other testimony was submitted.

Plan Commission Deliberations:

A. During deliberations, the Plan Commission considered the proposed ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines.

B. While supportive of the present application, the Plan Commission expressed concern about the use of historic districts to prevent future development.

C. The Plan Commission desired for future historic districts to be guided by a city-wide historic preservation plan which should include consideration for future growth needs, inequities in the resources needed to create a historic district, and priorities for future preservation. There appeared to be support among some Plan Commission members to recommend the City Council institute a pause on new historic district formation until this plan can be completed.

D. The Plan Commission concluded that the proposed ordinance, including the proposed formation of the Cannon Hill Park Local Historic District Overlay Zone and adoption of the design standards and guidelines (SMC 17D.100.290) was consistent with (i) Chapter 17D.100 SMC, (ii) applicable provisions of the

Comprehensive Plan, and (iii) bears a substantial relation to public health, safety, welfare, and protection of the environment.

E. The Plan Commission hereby incorporates and adopts the contents of the Staff Report in support of these findings and recommendations.

Conclusions:

The proposed adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines is fully consistent with applicable provisions of the City of Spokane Comprehensive Plan and bears a substantial relation to the public health, safety, welfare, and protection of the environment.

The City would benefit from a city-wide historic preservation plan to guide decision making about future historic districts, and may further benefit by pausing new district formation until such a plan is completed.

Recommendation:

By a vote of 7-1, the Plan Commission recommends that the City Council adopt the proposed ordinance relating to the adoption of SMC 17D.100.285 regarding the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines.

Jesse Bank
Jesse Bank (Oct 6, 2025 11:22:48 PDT)

Jesse Bank, President

Spokane Plan Commission

October 3, 2025

Cannon Hill Park LHD PC Findings unsigned 10.03.25

Final Audit Report 2025-10-06

Created:	2025-10-03
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFo8jEykDyaDob5gYVBaY79_dXCxoGP8P

"Cannon Hill Park LHD PC Findings unsigned 10.03.25" History

Document created by Angela McCall (amccall@spokanecity.org)
2025-10-03 - 3:34:30 PM GMT

Document emailed to Jesse Bank (jbank@spokanecity.org) for signature
2025-10-03 - 3:34:35 PM GMT

Email sent to bdsadmin@spokanecity.org bounced and could not be delivered
2025-10-03 - 3:38:47 PM GMT

Email viewed by Jesse Bank (jbank@spokanecity.org)
2025-10-06 - 6:22:03 PM GMT

Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2025-10-06 - 6:22:48 PM GMT - Time Source: server

Agreement completed.
2025-10-06 - 6:22:48 PM GMT

DISSENTION LETTER FROM COMMISSIONER YOTZ

To: Spokane City Council
From: Jill Yotz, Plan Commissioner
Date: 10/2/2025
Re: Opposition to Creation of New Neighborhood Historic Districts

I respectfully submit this dissension paper regarding the Cannon Hill Park Addition (CHPA) Historic District Overlay. While I appreciate the deliberation of my colleagues and the value of historic preservation, I cannot support the recommendation as forwarded.

As a Commissioner, my duty is to ensure policies align with the Comprehensive Plan. This historic district does not adequately balance commitments to equity, affordability, and inclusive growth. While preservation honors Spokane's heritage, I believe this district will deepen inequity and add unnecessary regulation, effectively keeping people out rather than welcoming them in.

Housing access is one of Spokane's greatest challenges. Based on testimony received, this proposal appears more a reaction to change than a preservation of a cultural resource for all.

Grounds for Dissent:

Equity and Access

The Comprehensive Plan calls for safe, affordable housing options for all income levels. Historic districts act as a form of "exclusionary zoning." They increase property values, raise maintenance costs, and limit homeownership opportunities, especially for first-time and working-class buyers. This reinforces inequities in who gets to live in high-amenity, centrally located neighborhoods. Additionally, by restricting infill and "missing-middle" housing, they reduce supply and drive prices up.

Existing Protections Already in Place

The Comprehensive Plan requires that preservation goals be weighed alongside commitments to affordable housing, equity, and growth management. Spokane has strong preservation tools.

SMC 17D.100 provides for designation and review of landmarks and districts where homeowners can apply for individual designations. Demolition of historic or eligible structures already requires review. Economic incentives (tax credits, Special Valuation)

support preservation. Given these protections, adding another layer of regulation is duplicative and unnecessary.

Spokane is a leader in Washington for forward-thinking policy that addresses the housing crisis. An additional layer of regulation contradicts the urgency for action to support all residents in Spokane having a viable place to live.

Policy Conflict

Historic districts add layers of design and demolition review that slow housing production, raise costs, and conflict with citywide goals to broaden housing supply and streamline permitting. This undermines Comprehensive Plan objectives on equity, housing access, and public health, as well as policies outlined in Building Opportunities for Housing and the Housing Action Plan.

Economic Context

The concerns expressed by neighbors centered on fears of incompatible development and rapid change. However, Cannon Hill is already a high-cost neighborhood with very limited vacant land. The substantial expense required to purchase and demolish existing homes makes large-scale redevelopment highly unlikely in the near term. In this context, a new historic district appears more symbolic than necessary.

Alternative Solutions

- Develop a citywide preservation strategy that balances historic character with equity and housing access.
- Create design guidelines and pre-approved plans for compatible infill and density.
- Require equity impact reviews before designating districts; offer fee waivers or grants for affordable housing and accessibility upgrades within preserved areas.

Spokane's motto is "we all belong." In the midst of a housing crisis, new historic districts risk sending the opposite message. Preservation is important, but not at the expense of equity and access. Spokane can honor its heritage without excluding future residents. As such, I reject this proposal until it fully aligns with Comprehensive Plan goals for affordability, inclusion, and livability.

Respectfully submitted,

Jill Yotz
Spokane Plan Commission

Overlay Zone Ordinance
SMC 17D.100.285

ORDINANCE NO. C - _____

An ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285.

WHEREAS, the City and Spokane County find that the establishment of a Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, property owners within the proposed district contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Cannon Hill Park Historic District Committee formed to lead the process of district formation. They fundraised and pooled their skills and resources to create the documents required to form the Cannon Hill Park Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Cannon Hill Park Historic District Committee strategized their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, hosted neighborhood workshops, presented at a neighborhood council meeting, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, the Spokane City / County Historic Preservation Office attended and participated in two workshops and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination form, Cannon Hill Park Local Historic District Inventory Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, ballots were sent to owners of property in the proposed district in May 2025. 135 of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Hill Park Local Historic District Overlay Zone (135 “YES” votes out of 193 possible votes which exceeds the 50% +1 required by SMC17D.100.100B);

AND THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.285 to Chapter 17D.100 SMC to read as follows:

17D.100.285 Cannon Hill Park Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Manito/Cannon Hill under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.

1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Cannon Hill Park Local Historic District Overlay Zone Map 17D.100.285-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Hill Park Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Hill Park Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district.
2. The Cannon Hill Park Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Hill Park Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Hill Park Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Hill Park Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Hill Park Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. The Cannon Hill Park Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

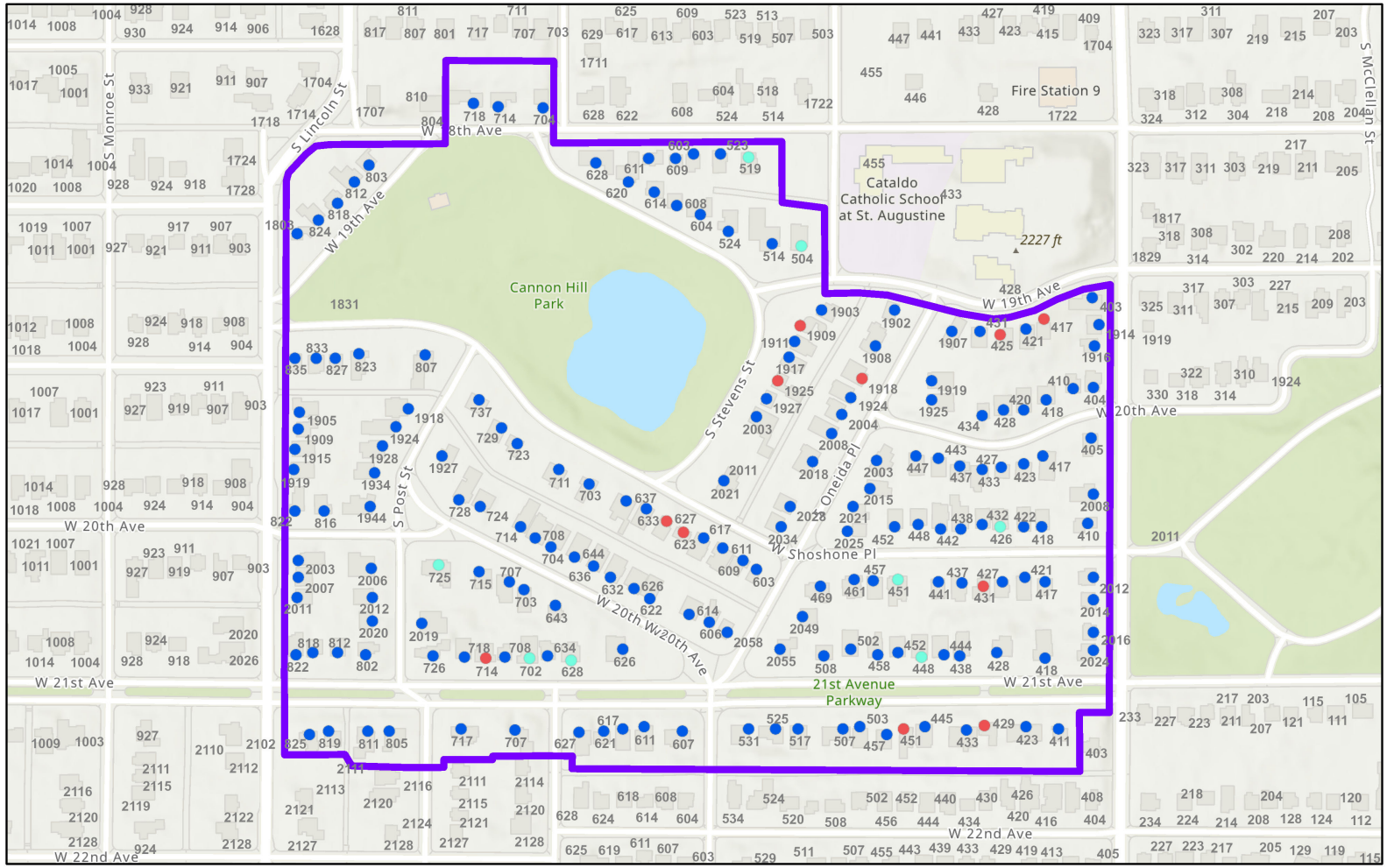
_____
Assistant City Attorney

_____
Date

_____
Effective Date

Map SMC 17D.100.285-M1

Proposed Cannon Hill Park Local Historic District



Map Legend

- Previously Listed on Spokane Register of Historic Places
- Contributing Property to Cannon Hill Park
- Non-Contributing Property to Cannon Hill Park
- Proposed District Boundary

1:5,760

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

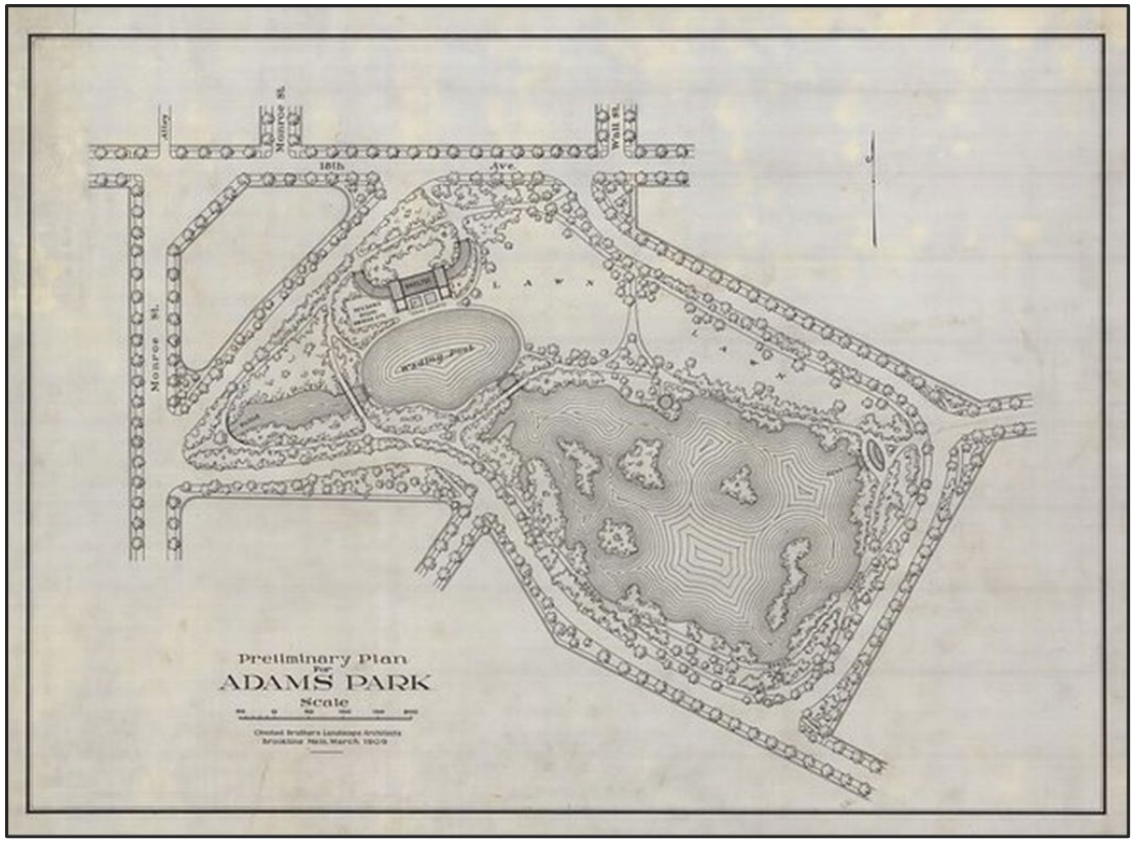
SMC 17D.100.285 Appendix A



ADOPTED BY THE CITY OF SPOKANE

ADD DATE

Authored by Betsy H. Bradley, Megan Duvall and Nathan South



Adapted from the Cannon Streetcar Suburb Historic District by Megan Duvall, Spokane Historic Preservation Officer
Further adapted for the Cannon Hill Park Historic District by Betsy H. Bradley and Nathan South, district residents

ACKNOWLEDGMENTS

Spokane City Council:

Betsy Wilkerson, City Council President

Jonathan Bingle, District 1

Michael Cathcart, District 1

Paul Dillon, District 2

Shelby Lambdin, District 2

Zack Zappone, District 3

Kitty Klitzke, District 3

Administration:

Megan Duvall, Historic Preservation Officer

Logan Camporeale, Historic Preservation Specialist

Plan Commission:

Jesse Bank - President, Ryan Patterson - Vice President
Greg Francis, Carole Shook, Saundra Neperud, Tim Williams, David Edwards, Amber Lenhart, Jill Yotz, Tyler Tamoush

Historic Landmarks Commission:

Jill-Lynn Nunemaker - Chair, Kenneth "Mac" McCandless - Co-Vice Chair, Cole Taylor - Co-Vice Chair
Timothy Dickerson, Donna Punihaole, Dana Bronson, Elizabeth Wood, Chris Noll, Nicholas Reynolds, Tom Sawyer, Dawn Wynne

Cannon Hill Park Historic District
Design Standards & Guidelines
Summary

The Spokane Historic Preservation Office and Historic Landmarks Commission will use the decision-making frameworks used throughout the United States and locally to assess proposed changes to the exteriors of properties in this historic district. These Design Standards & Guidelines expand on the philosophy stated in the Secretary of Interior's Standards for Rehabilitation and interpret those standards as commonly used for properties listed in the Spokane Historic Register. In many ways, these guidelines recognize and further the type of property stewardship that has long existed in the district.

These guidelines have four important sections:

Explaining Design Review. Chapters 1-3 present the goals, benefits and process involved with design review. They introduce the Certificate of Appropriateness which documents the approval of proposed work on the exterior of buildings.

Guidelines for exterior changes. Listing in the Spokane Historic Register involves a commitment to maintain the historic character of the contributing buildings in the district. This involves a review and approval process for proposed changes to the residences in the district, particularly the street-facing exteriors. The guidelines allow for considerable latitude in making changes on the rear of properties, including the construction of accessory dwelling units.

Criteria for Demolition. A very high percentage of the properties in this district – 94% -- are considered contributing to its historic significance. The Spokane City ordinance allows for the review and avoidance of the demolition of contributing properties and provides specific criteria to consider.

Guidelines for New Construction. These guidelines guide the proponents of new buildings as to how they must be designed to fit into – or be compatible with – the historic streetscapes of the district. The evaluation system that will be used incentivizes the compatibility of the scale of new construction overall, the existing scale of houses to lot sizes, and maintaining the setback and distances between houses.

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CHAPTER 1: INTRODUCTION

This document constitutes the Design Standards & Guidelines for the Cannon Hill Park Historic District. It is based on the Secretary of Interior's Standards for Rehabilitation which is the approach used to review any work done on the exterior of the property within a Spokane Historic District.

Purposes of the Spokane Historic Preservation Program

The City of Spokane (City) recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane by preserving our City's history and unique culture. The City recognizes, protects, enhances and preserves those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity.

The intent of these efforts is to keep historic buildings in use and the historic character intact through listing on the Spokane Register of Historic Places; incentivize rehabilitation; and review changes to historic properties, as well as demolition and new construction.

Spokane Register of Historic Places

The Spokane Register of Historic Places is our official list of properties that have been designated as significant contributors to the historical development of Spokane. The Register was established by ordinance in both the City and County of Spokane in 1981 and 1982, respectively. These ordinances make the City/County Historic Landmarks Commission (SHLC) responsible for the stewardship of historically and architecturally significant properties.

Eligibility for the Spokane Register is determined by at least one of the following categories:

A. Category A: Those structures that are associated with events that have made a significant contribution to the broad patterns of our local history; or
B. Category B: That are associated with the lives of persons significant in our past; or
C. Category C: That embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
D. Category D: That have yielded, or may be likely to yield, information important to prehistory or history; or
E. Category E: That represent the culture and heritage of the City of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence or for cultural practices.

An additional eligibility requirement is that the property is 50 years of age or older or have "exceptionally significant" qualities despite their age.

Nominations to the Spokane Register must be accompanied by owner consent. All property types listed in the Spokane Register are subject to design review.

Spokane Register Historic Districts

Historic Districts are one of the property types that can be listed on the Spokane Register. Historic districts are generally areas of the city that residents clearly see represent a time and place of the past due to a concentration of buildings of the same type or from the same time period. Most districts have similar buildings forming consistent streetscapes and commercial buildings or houses built during a time period recognized as a "period of significance." This time period can vary in length from a few years to decades. The nomination document for the Cannon Hill Park Historic District explains its history and period of significance. Construction and major exterior changes within Historic Districts are reviewed by the Spokane Historic Preservation Office (HPO) and sometimes the Spokane Historic Landmarks Commission (SHLC).

The Cannon Hill Park Historic District

The Cannon Hill Park Historic District (CHPHD) is recognized under Category A, as representative of Spokane's history of city planning and development of a designed residential landscape. This designation emphasizes the platted addition as a designed landscape intended to provide a park-like residential setting surrounding Cannon Hill Park and connecting to Manito Park and the W. 21st Avenue boulevard. The character of the entire neighborhood – established by both the buildings and the landscape – is the historic component the designation protects. The properties in Spokane Register Historic Districts are categorized as either "contributing" or "non-contributing" to the significance established in the nomination document.

Since the experience of landscape rather than architectural significance is the historic character the designation of the CHPHD protects, this district uses a streamlined evaluation of these categories. 180 of the 184 buildings erected during the period of significance,1909-1958, are contributing. Four buildings constructed prior to 1958 are non-contributing because they were extensively remodeled. There are a total of 11 non-contributing residences in the district. Indeed, these Design Standards & Guidelines propose to continue the rehabilitation and adaptation of residential properties that has occurred to date.

The most important historic character element of this district is the landscape established by the efforts of Arthur D. Jones & Co. Some of this landscape will remain unchanged: the grading around Cannon Hill Park and the street pattern that differs from the standard grid. Other aspects of it – the historic mature tree shade canopy and the consistent presence of tree-lawn trees that shade sidewalks and streets – is more ephemeral. As in all landscapes, vegetation grows, ages, and eventually reaches the end of its life. Nevertheless, the ideal established for the residential neighborhood can continue to inspire renewal of the vegetation in the cultural landscape. The houses in the landscape and the established patterns of their siting on lots and streetscapes, contribute importantly to this landscape.

Two components of the landscape exist in the public right-of-way and are owned by the city: the city park and planted center portion of the 21st Avenue boulevard. They do not come under the jurisdiction of historic district design review.

Cannon Hill Park Historic Character Summary

The CHPHD is a carefully designed and developer-shaped residential landscape with a park-like setting established in 1909-1910. Platted for residential use only, amid a glut of new plats citywide, this neighborhood went on the market near the end of the heyday of growth, and the district developed slowly over several decades.

Varied residential building types and styles contribute to the vision promoted for the CHPHD with houses of various sizes. The prolonged development of houses results in a continuum of residential designs, scaled to their lots with none dominating a portion of the streetscape. Early and mid-20th century housing dominates the streetscapes. The result of this long period of building out of the district is a balance of continuity and continuum as the landscape elements matured and houses appeared in the landscape.

Key historic characteristics of the district include:

- Dominance of the park-like setting established in 1909-1910 that includes the canopy of street trees providing extensive shade; and blocks and streets that diverge from a regular grid;
- Dwellings set back uniformly within residential landscaping with a variety of vegetation;
- Residential buildings scaled to lot size and similar in the extent of stylistic expression dating from 1909 to 1958;
- The design of each house representing its time of construction; and
- The addition of residential amenities over time, including swimming pools, landscape hardscape, playground features, and gardens.

The CHPHD nomination document includes additional information about the historic landscape character.

Stewarding the Residential Landscape

The continued stewardship of the CHPHD includes several components: avoiding demolition, maintaining the historic character of contributing houses through implementing rehabilitation guidelines and compatible new construction, should that occur.

Demolition Review

The presence of historic, contributing buildings is as important when a district is recognized for its historic significance under Category A as when Category C, architectural significance, is the reason for designation.

The HPO uses a set of demolition review criteria when a property owner proposes building demolition. The review criteria are explained in Chapter 14.

Contributing Residences

Individual residential properties comprise the streetscapes that are the building blocks of the landscape. Recognition of a historic district includes a commitment to retaining historic elements of contributing properties. These standards guide homeowners in maintaining that condition. Changes to residential properties are accommodated when they are located on the least publicly visible portion of properties and when they do not dominate the property or streetscapes. While residential landscaping contributes significantly to the park-like setting of the district, vegetation is not included in design review.

Non-Contributing Residences

Proposed changes to non-contributing buildings are acceptable if they do not introduce elements that are visually intrusive. Non-contributing properties are still subject to a Certificate of Appropriateness, however, these changes are most likely to be reviewed by Historic Preservation staff rather than the full Spokane Historic Landmarks Commission.

New Construction

The existing dwellings in the CHPHD establish the pattern of a continuum of residential design and the use of materials traditionally associated with residential construction. New construction should maintain the street-orientation of contributing properties and continue the pattern of front and side lawns and vegetation. Certain types of urban residences, such as structures built along the front sidewalk, have no precedents in the district and would not be compatible with the established streetscapes.

CHAPTER 2: USING THESE STANDARDS & GUIDELINES

The overall goal of these CHPHD Historic District Standards and Design Standards & Guidelines is to maintain the historic character of the designed landscape. The Historic Preservation Office (HPO) administers these standards and guidelines as part of the approval process for issuing a Certificate of Appropriateness (COA) for exterior projects.

In particular, the guidelines should be used to:

- Continue maintenance of existing district homes and avoiding demolition.
- Make design decisions that reinforce rather than diminish the vibrant and varied character of the neighborhood.
- Plan work that meets the spirit of rehabilitation and maintains historic materials and design elements.
- Plan maintenance and repair work that prolongs the life of historic elements.
- Plan improvements so that they remain contributing to and compatible within the district and meet current needs.
- Plan the design of new residences so they are compatible with the historic streetscapes.

This document uses terms and statements that indicate which projects are likely or not likely to be approved.

- Recognize: conveys approaches to understanding and keeping historic character.
- Plan, Locate, Position, Design: use this guidance for work that is likely to be approved.
- Keep, Retain, Maintain: do not remove historic character features and materials.
- Repair, Replicate, Replace: if necessary, take such action.
- Avoid: unlikely to be approved.

Certificate of Appropriateness (COA)

Under the provisions of the Spokane Municipal Code 17D.100, the Spokane Historic Landmarks Commission (SHLC), through the HPO, is directed to issue Certificates of Appropriateness (COA). The HPO, and possibly the SHLC, completes a “design review” for a COA in utilizing this Design Standards & Guideline document. A chart showing common types of proposed work and the requirement for a COA is included in Appendix 2.

Certificates of Appropriateness (COAs) are required for:

- Any work that affects the exterior of a contributing property
- Street-facing exterior of a non-contributing property
- New construction and additions
- Demolition

The Certificate of Appropriateness (COA) documents both the application for and the approval of proposed work on a property. A COA states that the nature of the work is appropriate; it complies with historic district standards and guidelines.

- A COA must be received before a City building permit can be issued.
- A COA must be issued before work is started.
- A COA must cover all proposed work.
- A COA approves specific materials and work, which will be specified on the document and through associated plans and documents.

Some work that affects the historic character does not require a City building permit but may need a COA.

This type of work includes:

- Installing a front door
- Installing new porch railings
- Replacing historic features with replicas in composite materials

Tips for Receiving a COA

1. Review the Cannon Hill Park Historic District Standards and Guidelines applicable to your project.
2. Understand the intent to maintain historic character and to avoid visible exterior remodeling.
3. Plan a project with reference to the standards and guidelines.
4. Consult with the HPO to clarify questions and be prepared to supply material samples if requested.
5. Start work only after receipt of a COA and/or building permit.
6. Post the COA with other permits.
7. If the project must be modified, consult with the HPO to see if a revised COA is needed.

When is a Certificate of Appropriateness (COA) Needed?

Note: This is not an exhaustive list. Please see the appropriate sections of this document for more detail. See Appendix 2 for the COA Requirements.

When in doubt, contact the Historic Preservation Office to confirm if Design Review and a COA is necessary.

- Changes affecting visible and semi-visible exterior of contributing homes (see below regarding “Visibility”)
- Changes affecting façade of non-contributing homes
- Paint non-painted exterior materials (such as brick or stone)
- Replace front door
- Replace windows
- Replace roof
- Install solar panels
- Replace siding
- Install fence in front yard or highly visible areas
- Construct addition
- Construct or replace porch
- Remove any features, including historic landscape features (e.g. stone retaining walls)

No Certificate of Appropriateness Needed

- Interior work
- Work considered to be maintenance
- Install vegetation
- Re-paint already painted exterior materials
- Install new sidewalk
- Install sculpture, fountain, small artistic elements to the yard
- Install porch lighting and fans
- Install exterior lighting fixtures
- Changes affecting minimally visible exteriors of contributing homes considered to be private (see Figure 1: Levels of Visibility)
- Changes to or construction of accessory dwelling units (ADUs) or garages if not street facing and not attached to the residence

Maintenance

Property owners are encouraged to maintain buildings in good condition and can do such work without applying for a COA, even if the work may require a City building permit.

- Tuck-pointing masonry
- Repair or replacement of gutters or downspouts
- Painting wood or metal elements and previously painted masonry
- Repair, but not total replacement, of existing retaining walls, fences, steps, stoops, porches, decks or awnings
- Repair or replacement of a flat roof that cannot be seen from the street.

The following work is NOT considered to be maintenance and would require a COA:

- Installing new materials to conceal damage, such as using coil stock to cover deteriorated trim elements
- Extending or constructing new exterior elements.

Enforcement and Violations

The Historic Preservation Office will issue a Stop Work Order when it becomes aware of (major) work being undertaken without a Certificate of Appropriateness. At that time, the property owner must submit an application for a COA. The HPO will issue a Violation Notice when it becomes aware of (major) work completed without a COA – even if the work meets these Design Standards & Guidelines. At that time, the property owner must submit an application for a COA.

CHAPTER 3: I WANT TO UNDERSTAND MORE

Design Review as a City Function

In reviewing proposed work for COAs, the SHLC is mandated to use prescribed standards based upon the Secretary of Interior's Standards (SMC 17D.100.210.D-6). For CHPHD reviews, SHLC will use as its "Standards" as the framework established in this Design Standards & Guidelines document. In the event of new construction the SHLC will use the New Construction Guidelines in this document..

The guidelines that follow will provide additional guidance for property owner decision making, as well as for HPO and SHLC when issuing COAs.

How These Guidelines Will be Used

These guidelines have been adopted as part of a City Ordinance establishing the Cannon Hill Park Historic District. The SHLC has long used the Secretary of the Interior's Standards for Rehabilitation for reviewing projects and issuing COAs. The guidelines in this document are intended to help expand and further articulate how the SHLC will use the standards when reviewing properties for COAs in the CHPHD.

The Historic Preservation Office (HPO) will apply the guidelines to COA applications for the 180 contributing residences in the district. and, as noted, portions of them apply to the 11 non-contributing properties.

The HPO will apply the framework of these Design Standards & Guidelines to review work that occurs on the street facing façade of the non-contributing building.

The SHLC and HPO staff are directed, under Section 17D.100 of the Municipal Code, to review the proposed demolition of properties within the boundaries of Spokane Register Historic Districts. The code provides criteria for consideration and this document provides additional factors to be considered in demolition review within the Cannon Hill Park Historic District.

The SHLC reviews all new construction in Spokane Register Historic Districts based on the standards presented in these guidelines. While there are few opportunities for new construction, each project is expected to be highly compatible, based on these guidelines, and thus blend into the residential landscape.

The SHLC recommends each district's design standards and guidelines to the City Council for adoption and then interprets and applies them in a fair and consistent manner. The SHLC is committed to use them with flexibility and to make defensible judgments when reviewing applications in order to arrive at solutions that are appropriate for each individual instance. The SHLC has the opportunity and responsibility to consider exceptions to the standards. The SHLC holds the position that an approval of a proposal is property- specific and that it is not establishing precedent when it approves an alternative solution for meeting the intent of rehabilitation.

When work is reviewed

The property owner, and/or agent, is the only person who may propose work on buildings in the historic district. Historic District designation is not a basis for the City of Spokane Historic Preservation Office, Building Inspector, or neighborhood residents to ask or demand that an owner undertake work on a historic property.

Key Terms and Definitions

Historic Character

This term is used to refer to the district as an entity, as well as each property within it, as it contributes to the historic character of the CHPHD Historic District. This character is established by numerous small elements that convey authenticity, use of materials, building designs and adaptation to changing residential patterns. Together they establish a sense of place – a place different from other neighborhoods in Spokane and other cities.

Rehabilitation

Rehabilitation is a broad type of work that maintains and prepares a building for future use while maintaining its historic character. Work often incorporates updating interior components, correction of deferred maintenance, and making small changes that increase the functionality and amenities of the property. Rehabilitation is a flexible and functional approach to work on contributing properties and provides the framework for these guidelines.

Visibility

Visibility is considered carefully in historic districts in terms of maintaining visual historic character.

Highly Visible: Elements that are visible and easily seen from the sidewalk are highly visible. Highly visible elements establish character and distinguish one building from another. They are on street-facing façades and the front portion of side facades when there is a generous side yard.

Minimally Visible: Elements that are technically visible – but seen from oblique angles or at a distance from the sidewalk – are minimally visible and do not affect the historic character of a property or the district. Often one cannot determine the material or details of minimally visible elements. For these reasons, replacement materials and minor changes are appropriate when minimally visible. Minimally visible locations overlap with the private portion of a residential property.

Private: Areas behind the house and to the rear of the sides that are difficult or impossible to see from the street. For corner properties, there is usually one obvious “rear” side of the building. Even though it is visible from the street, this portion of the building and its yard is considered to be a private portion of the property. Home owners are free to make changes within private areas without using the historic district Design Standards & Guidelines.

Visually Intrusive: Some elements are visually intrusive because they call undue attention to themselves, seem obviously added to a property, change the emphasis of the visible character, or dominate views of buildings and streetscapes. One of the goals of these guidelines is to avoid the addition of visually intrusive elements in the district.

The following figure provides a visual example of the two levels of visibility to be used when planning stewardship projects.



Figure 1: Levels of Visibility

KEY: Highly Visible Minimally Visible Private

Using the Special Valuation Program

The Special Valuation Program is an important benefit of rehabilitating a contributing property in the Cannon Hill Park Historic District. The program provides a means to reduce property taxes for 10 years after rehabilitation work has been completed.

Carefully review the information at http://www.historicspokane.org/incentives and contact the Spokane Historic Preservation Office if you are interested in using this program.

Program Basics

- Approved rehabilitation costs of a contributing property in the district are deducted from the property's assessed value, reducing its property taxes for ten years. This tax reduction begins two years after approval of a Special Valuation application.
- Rehabilitation costs must total 25% or more of the assessed value of the structure (not the land) prior to rehabilitation.
- Work must be completed within the 24-month period prior to application to the County Assessor's Office. For instance, if an application were submitted in March of 2025, the two year period would be from March 1, 2023 through March 31, 2025.

Other Benefits for Contributing Properties

- Façade Improvement Grants: The HPO administers a grant program to provide up to $5000 in matching funds for the improvement of the street-facing façades of contributing properties in historic districts.
- Non-Conforming Uses: The owner of a contributing property may request a permit from the Hearing Examiner for a non-conforming use.
- Building Code Relief: Local building code enforcement officers may grant relief from the City building code requirements that affect historic features of a building such as railing heights on a historic porch.

Historic Building Rehabilitation

The following Secretary of the Interior's Standards for Rehabilitation are the widely accepted philosophy for the rehabilitation of buildings. Understanding the Standards, and associated guidance from the National Park Service, is especially critical for homeowners planning to use the Special Valuation Program.

Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

CHAPTER 4: CONTRIBUTING - EXTERIORS

Goals

- Retain historic materials, when present, particularly those in highly visible locations.
- Repair and replace only damaged or deteriorated elements, as their condition is often varied due to location and exposure.
- Keep protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid applying “technical fixes” or waterproofing coatings and masonry paint due to problems they can introduce instead repair and maintain using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and/or using incompatible finishes.
- Replace materials if historic material cannot be retained and repaired. Use a material that appears to be historic. This means a paintable siding (vinyl siding is not paintable) for wood siding and finished materials in general.

Historic Character Features

- Above-grade foundation materials – basalt, granite or concrete – that convey times of construction and styles of buildings.
- Exterior wall materials that convey architectural style.
- Stone and brick masonry.
- Exterior portions of chimneys, both form and material.

Walls

- Maintain historic character through exposed, well maintained materials in highly-visible locations.
- Avoid coating of foundation materials rather than repairing and maintaining them.
- Repair and replace only damaged areas of exterior siding materials.
- Retain historic character of exterior elements, including chimneys.
- Use appropriate replacement materials
- Avoid obviously imitative and substitutes used after the building was constructed.
- Avoid installation of intrusive elements.

Foundations

- Maintain mortar to protect stone foundations.
- Repoint foundations as needed with mortar appropriate for that location and replicating the style, texture and color of the historic mortar.
- Maintain concrete foundations in their original condition and unpainted.
- Address problems before applying a parging coat, if necessary, to a concrete foundation, and maintain the natural concrete color and texture to replicate its original character.
- Avoid applying parging coats or swaths of mortar over masonry rather than repairing brick and stone.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.
- Maintain historic materials unconcealed and repaired on the façade of the building.
- Replace materials in poor condition or already replaced on side and rear elevations.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Add egress windows at minimally visible locations.
- Design basement access stairs to be unobtrusive.
- Avoid regrading to create a walk-out basement in a visible location.
- Maintain window openings; install grilles or block from the interior.

- Address safety and egress issues with windows, doors and stairs where needed with minimum visibility.

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials including trim elements: corner boards, fascia boards, trim pieces.
- Repair damaged sections in-kind by replicating the dimensions, material and finish of the historic element.
- Consider in-kind replacement materials, if necessary.
- Replicate the dimensions, design and finish of materials and reveal: how much you can see – of wood siding and shingles.
- Consider replicating the material, particularly at highly visible and eye-level locations, where it is easy to see what the material is.
- Consider non-historic materials if they replicate dimensions and finish of the historic materials and, for wood alternatives, they can be painted.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Install replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.
- Use non-historic paintable materials to replicate wood siding in less visible areas.

Masonry

- Plan repointing projects to replicate the mortar in kind and not change the character of the masonry.
- Use recommended mortar type for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate the style of mortar placement.
- Maintain historic stucco and avoid repairs with non-stucco materials such as caulking.
- Avoid replacing stucco with imitative layered material that required seams.
- Replicate texture when repairing sections of stucco.



Figure 2:This residence displays three exterior materials above a stone foundation: lapped siding on the first story, board-and-batten siding on the second story, and half timbering at the attic level.
634 W 21st Avenue

Masonry Basics

- Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.
- Mortar is both a technical and design element of a masonry wall.

- Mortar is the weaker, more porous component and allows moisture to move out of the building.
- The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.
- Stucco is also considered a masonry material as it is a mixture of water, sand, lime, and Portland cement that is applied wet to a backing and dries in place.
- Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.

Refer to Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings for technical guidance

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.
- Remove a chimney below roof height if it is in a non- or minimally-visible location, in poor condition and not needed for a furnace.

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain the historic pattern and dimensions of wood elements and perhaps uneven surface.
- Use paint to maintain the pattern of different materials and textures rather than one color of paint.
- Maintain historic texture and color of stucco.
- Replicate if necessary, in paintable materials, design, dimensions, color and finish.



Figure 3: This bungalow displays half-timbering on the gable face and cedar-shingles on the dormer walls.
703 W 20th Avenue

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Avoid redesigning by installing different historic materials that might have been used.
- Avoid using replacement materials that attempt to imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.
- Use the closest available replacement material applied in a similar manner to historic material. For example, cement board siding applied horizontally to recreate horizontal wood siding.
- Use replacement materials on minimally-visible locations while maintaining historic ones on the highly visible portions; use paint to minimize differences.
- Avoid remodeling or updating through exterior material choices.

Other Exterior Elements

- Recognize that small elements attached to walls, such as lighting fixtures, may not be historic features but can be intrusive if not traditional in design and materials.
- Mount lighting fixtures in ways that limit damage to exterior wall material.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or around the corner from the street-facing façade on the side wall.
- Use traditional lighting elements in visible locations and modern fixtures in less visible locations.



Figure 4: This bungalow has rough-textured clinker brick on the first story and stucco walls on the second.



Figure 5: This bungalow is clad with cedar shingles above a cut-stone foundation.
457 Shoshone Place

CHAPTER 5: CONTRIBUTING - ROOFS

Goals

- Maintain the historic character features of the original roof form and materials.
- Avoid remodeling buildings with the use of roof materials different from those of the original.
- Preserve the historic character of chimneys.
- Retain historic character of smaller roof elements, including exposed rafters and purlins, braces, cornices, and treatment of overhanging eaves.
- Avoid installation of intrusive roof elements such as skylights in highly visible areas.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, and time of construction
- Complex roof forms generally are covered with one consistent roof material.
- Chimneys often have design features: corbeling, panels and decorative “chimney pots.”
- Recognize that some chimneys that rise from the roof are historic character features.
- Parapets edging flat roofs often have elements conveying the style of the building.
- Refer to Preservation Brief 4: Roofing for Historic Buildings

Roofs

- When possible, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay tile, metal, and slate.
- Maintain and repair roof edging and eave elements and replace missing elements in-kind.
- When repair and limited reconstruction is necessary, re-create the form, height, corbeling, paneling and other character features of roof chimneys.



Figure 6: This Mission-Revival cottage with stucco walls has a complex gabled roofline cad with clay tile.
606 W 20th Avenue

- Avoid remodeling residences with the installation of novelty or brightly colored roof coverings.
- Plan to use Architectural Shingles with more depth and texture similar to historic wood and slate shingles on roofs with large expanses of roof that are part of the character of the house if those materials were used historically.
- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition.
- Maintain materials of chimneys as other masonry elements, exposed and in good condition.

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting elements

as components of architectural style and historic character features.
- Avoid concealing deteriorated elements with thin sheet metal called “panning” or aluminum stock coil material. Instead, address deteriorated material and the cause of deterioration.
- Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.
- Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Cornices

- Retain projecting cornices and all of their elements as important components of architectural style.
- Use existing elements as the sources for replacing missing elements in design, dimensions, and material, although cast composite elements might be appropriate to use at the second story and above.

Existing Dormers

- Retain visible components of dormers: walls, windows, small architectural elements and roofing as historic character.
- Retain dormer eave design
- Retain any special windows in dormers.
- Retain contrasting wall material for dormer walls, if present in the historic building, and avoid applying roofing materials to dormer walls.
- Retain dormer roof shape .
- Follow guidance for window replacement standards for dormer windows.
- Discuss whether dormer windows above the second story may be classified as not highly visible, depending on the distance from the street.
- Consider dormer windows in non-street-facing facades as minimally-visible or not-visible.
- Select dormer windows for conversion to egress points in least visible areas of the building and make minimal changes needed for egress.



Figure 7: This English/Craftsman residence has several gabled roofs, including a roof dormer and porch steps roof, with angled brackets at the wide eaves.
2015 S. Oneida Place

New Dormers

- Plan to add new dormers to the uppermost story in non visible and minimally-visible areas.
- Avoid planning new dormers for street-facing, highly visible roof slopes.
- Select dormer siding and roofing materials to allow them to blend in with the historic elements of the house.
- Select window shapes and configurations that are traditionally used in dormers and that fill most of the dormer outward-facing wall.

CHAPTER 6: CONTRIBUTING - PORCHES AND ENTRANCES

Goals

- Maintain all intact historic porches and entrances as they are historic character features.
- Consider recreating as open porches those that have been removed or enclosed, as open porches were common in the district.
- Maintain historic materials at this highly-visible portion of houses.
- Avoid the remodeling of entrances and porches by removing them, enclosing them, or adding them where they did not historically exist.
- Porches have a standard set of features that determine their character and should not be altered:
    - Depth, width and height of the covered area
    - Location of steps
    - Foundation material supporting the floor
    - Elements between the floor and the roof: posts and railings
    - Porch roof shape and material
- Use traditional porch materials for the type and style of the house when replacing a porch
- Design the scale of the porch appropriately for the house and consider sheltering the entrance.

Historic Character Features

The entrance to a residential property is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

The entrance sequence for single-family houses in the CHPHD often includes a porch and an entrance.

- The porch, like a stoop, provides physical access to the entrance. Porch features include the design and materials of: steps, foundation, floor, balustrades, posts or columns; frieze below porch roof edge; and porch roof shape and materials.
- The entrance is where one enters the house. Entrance features include: surround (framing) design and materials; side and upper windows design and materials, and door design and materials.
- Porch railings were common in some porch designs and were omitted in others. Historic porch railings were lower than modern, prefabricated ones that are often 36” in height.
- Wood porch elements are often original character-defining features but are also exposed to the elements. When maintenance has been intermittent, changes throughout CHPHD have included replacement with masonry, other wood elements, boxed-in square columns, or columns of composite materials.
- Porch railings historically were wood, stone or cast stone, and porch walls at railing height were brick or stone.



Figure 8: This bungalow porch has brick knee walls framing steps and serving as closed balustrade walls. Square wood posts support a lintel with a decorative dentil course. Brackets support the overhanging eaves of the porch roof. The wide door flanked by narrow windows is the entrance.

Porches

Refer to Preservation Brief 45: Preserving Historic Wooden Porches

- Retain the historic components and materials of a porch, when present, if possible.
- Repair and replace only very deteriorated and damaged elements, retaining historic material when possible as condition is often varied due to location and exposure.
- Keep porch elements' protective coatings – paint and stain – intact and use caulking to keep water out.



Figure 9: This full-façade porch has full-height octagonal columns supporting its shed roof. Brackets at the eaves and a shallow shed-roof to deflect rain from the upper level windows with original sash.

- Avoid the permanent installation of vinyl panels – solid or with clear panels – to enclose a porch unless the panels can be rolled and stored in a not-visible position

Porch Railing

- Substitute materials may be acceptable in porch railings if the dimensions and design are appropriate for the building.
- Maintain the original design of porch railings as they were integral to the porch design.
- Consider using cast stone porch balusters to replace deteriorated stone balusters of similar design and the same dimensions.
- Porch Railing Building Code Requirements: When the porch floor is less than 30” above grade, there is no requirement for a handrail or a handrail of a specific height.
- If a handrail is required, consider how to maintain historic handrail height and add an additional, little-noticed railing above it to meet code requirements or contact the SHPO to see if code relief may be obtained.
- Avoid taller porch railings as they alter the proportions of the design (unless required by code).
- Delay purchasing mass-produced railings and columns until after the issuance of a Certificate of Appropriateness.
- Consider using composite materials to replace wood porch railings if they will receive paint.

Recreating a Porch

- Use Historic Sanborn Fire Insurance maps that show the size of historic porches.
- Recreate a porch floor at its original height, if it has been removed, by using evidence on the building
- Copy a porch design from a nearby house that has the same style and size of porch.
- Use available millwork components or brick masonry to complete a simplified version of a porch appropriate for, and of the same size as, the historic porch.
- Create a porch space of historic size with neutral, unobtrusive components with the emphasis on recreating the porch space.
- Try to use tongue-and-groove flooring to help a recreated porch to complement the historic house.
- Be restrained with the use of millwork on a new porch as it will all have to be painted.

Porch Floor and Steps

- Maintain traditional material in place for porch steps: stone, brick and concrete.

- Replace irreparable stone steps in kind or with neutral concrete steps.
- Maintain the historic configuration of steps.
- Maintain the handrail location or add handrails at the sides of steps.
- Maintain a slight slope of porch floors for water runoff.
- Replace partial or entire individual pieces of tongue-and groove porch flooring as needed and maintain as much historic material as possible.
- Keep the wood floor and steps painted and use sand in paint or non-slip material on steps.
- Keep concrete flooring uncoated to avoid trapping moisture under waterproof coatings.

Porch Posts

- Repair wood porch posts or columns with small wood Dutchmen repairs and use epoxy to strengthen wood and keep painted.
- Select replacement posts or columns to replicate height, use of bases and caps, as well as form and style of original posts, if possible.
- Masonry posts and post bases
    - Keep original materials in place and repoint as needed.
    - Maintain original aesthetic and technical components of mortar.
    - Keep masonry unpainted to maintain and expose historic character materials in highly visible areas.

Porch Ceiling

- Keep wood ceilings, often tongue-and-groove, painted or varnished.
- Maintain moldings and decorative trim elements at ceiling and entablature areas to keep historic materials exposed near eye level.
- Avoid installing overlay materials (metal or vinyl) that conceal historic materials and trap moisture.

Porch Amenities

Porch lighting, porch swings and fans do not require review or a Certificate of Appropriateness.

Sun Porches and Second-Story Sleeping Porches

- Retain the traditional design of sun porches that have windows that are entire or partial window walls: use sash of one size; use a combination of operable and fixed units if desired; and avoid calling undue attention to the area.
- Retain the original design of sleeping porches on second stories that usually have consistent windows filling the upper walls above a low solid wall.
- Consider retaining portions of porches enclosed with windows as sun porches as an historic alteration.
- Select replacement windows for sun and sleeping porches that are appropriate for the style of the house and nature of the porch, using the Windows section of this document.

Entrances

Remember that you need a building permit and a COA for replacing a front door and jamb.

- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors to be appropriate for the style and age of the house and door.
- Retain all historic elements of an entrance – framing and decorative components, windows if any, and door – as historic character features.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.
- Avoid new doors of a different style than the originals. Select a replacement door, if needed, in the appropriate

style and with the appropriate extent of glazing for the age and style of the building.

- Avoid mass-produced or pre-hung door that cannot be used in historic opening sizes.
- Avoid removal of decorative wood framing elements and side windows.
- Avoid use of glass blocks in an entrance assembly to replace window sash.



Figure 11: This Colonial Revival cottage has an entrance surround and inset front door approached by a two-step stoop. W 21st Ave



Figure 10: A portion of the concrete stoop of this brick English cottage is sheltered by a gable-roofed exterior vestibule. The arch of the door is echoed in the arch of the vestibule form. W 21st Ave



Figure 12: A roofed section of the driveway – a porte cochere – completes the entrance components of this bungalow. Stairs to the porch rise from the driveway as well as the front walk. Shoshone Place



Figure 13: "View balconies" at the second-story levels of English/Craftsman residences and bungalows are another type of porch-like element in the district. Usually shallow, and perhaps recessed as this one is, these features had a balustrade and were accessed by doors from the interior. W 20th Avenue

CHAPTER 7: CONTRIBUTING - WINDOWS

Goals

- Maintain the historic character of all windows in contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration, pattern of windows, with no additions or subtractions, except in minimally-visible and private locations.
- Recognize that windows are one of the most important architectural features of a building and are a character element.
- Avoid replacing windows for energy conservation, as that is not necessary to control heat loss and there are other, more effective means to control heat loss.
- Recognize that windows are experienced from the interior and exterior of the buildings and are a quality-of-life factor
- There are a range of options for addressing poorly functioning windows and while retain and repair is an ideal option, it may not be the solution that some property owners face.
- Maintaining and repairing historic windows on highly visible locations and using other windows on less visible locations is an option.
- All special windows in these locations will be retained and repaired.
- Replacement windows on the facade must meet a majority of these conditions: no change to window opening size; historic material, and historic operation (double-hung, casement)

Historic Character Features

- Historic windows have several characteristics:
    - Windows are openings of particular size and orientation vertically or horizontally.
    - Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
    - Frames have dimensions relating to the size of the opening and operation of the sash.
    - Moldings, including wood “brick molding,” have profiles that add shadows, depth, and interest to historic façades.
- The window sash itself has various characteristics:
    - Material
    - Dimensions and amount of glazing
    - Configuration (number of sash in an opening and divisions in the glass)
    - Operation: hung, casement, fixed, awning

Window Terminology

Special window: units that have decorative muntin patterns; leaded glass; etched, opaque and colored glass; curved glass.

Standard window: units that are common, basic glass held in a simple wood frame.

Muntins: narrow strips of wood that hold small panes of glass that may be decorative or simple.

Mullions: wider divisions, usually wood, that separate each sash in a grouped sash assembly.

Light: the pane of glass held by muntins that are often counted to describe windows, as in “one-over-one” or “six-over-one”

Operation: refers to various ways to open windows, as in sliding up a hung sash, pushing casement sash out to the side, and pushing out a lever to open awning sash.

Historic Window Design

- Windows are divided into small sections of panes – lights – by wood or metal muntins.
- Specific patterns of muntins are closely aligned with some architectural styles and are hence design elements.
- Windows with decorative muntin designs are “special windows” and should be maintained as they are difficult and expensive to replicate.
- Muntins provide depth of profiles and shadow lines: historic character.
- Simulated divided lights with snap-in or sandwiched grids do not replicate historic character.



Figure 14: The historic windows with grouped windows separated by mullions and small panes defined by narrow muntins further the Colonial-Revival style of this residence. Dormers have arched window heads and curved muntins. Shoshone Place

Visibility Matters

- Windows are important building elements positioned at and near eye-level.
- When windows are highly visible, as on a public street-facing façade, the material of the windows can be perceived: try to replicate the material of the historic sash as well as other design elements.

When windows are minimally visible and standard in design, replicate the size, operation and configuration of historic sash; alternative materials can be used, and dimensions do not have to be as close to the original.

Ways to reduce heat loss at windows:

- Use historically appropriate exterior storm windows
- Seal all cracks around window frames that allow air and heat to leak out with caulking and weather-stripping
- Use interior curtains or install interior storm windows
- Explore whether double-glazed standard sash could be installed in existing window frames

Existing Windows

Refer to Preservation Brief 9: The Repair of Historic Wood Windows

- Retain historic wood sash windows as a high-quality, well performing material that cannot be replaced in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and framing elements.



Figure 15: Historic French doors and multi-pane casement windows are fitted with storm sash.
W 21st Ave

Window Replacement

Highly visible locations

- Plan to replicate character features of the entire window and its sash.
    - Retain historic size and shape of the opening.
    - Select windows that fill the opening without making it smaller.
    - Select windows that do not require a second set of framing elements as this reduces glazed area.
    - Retain window moldings as significant historic character features that can be repaired.
- Replicate any special windows so that it matches the historic window in design, size, operation, configuration, materials, and dimensions.
- For wood windows use:
    - Wood
    - Metal clad wood
    - Composite materials that replicate historic sash and can be painted
- For metal windows use: Iron or aluminum
- Avoid using vinyl windows. The limitations of vinyl windows in meeting historic district standards:
    - Vinyl sash does not replicate the dimensions of the taller bottom rail, has a flat appearance, often has meeting rails that do not meet, and true divided light designs are not available.
    - Simulated muntins placed on the interior of the glass are not appropriate as they do not have the same appearance.
- Avoid converting a door to a window or a window to a door as this alters historic character.
- Replicate any molding that covers the joint between the window and wall with millwork that replicates the historic molding on the building or is a reasonably close alternative design suitable for the style of the building.
- Select window sashes that replicate the characteristics of the historic:
    - Select a similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that glazed area is very close to what it was historically.
    - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
    - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
    - Select sash that has the same operation – how a window is opened – or, if fixed, appears to have the same operation.
- Consider sash replacement only and retain and reuse window frames and any brick molding.
- Select windows made from:
    - Wood
    - Metal clad wood



Figure 16: Window sash in this 1949 residence includes a picture window flanked by casement sash with horizontal muntins, sash that appears in a bank of four windows above.
Oneida Place

- Composite materials that can be painted

Minimally visible locations:

- Select windows made from:
  - Wood
  - Metal clad wood
  - Composite materials that can be painted
  - Vinyl

Non-visible locations:

Windows can be replaced and are not reviewed for COA.

- Windows can be of any material, configuration, and operation.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

Note: Historic houses were built with one type of window sash and therefore materials were consistent from room to room. While these standards allow for the use of sash of replacement materials in minimally visible areas, different kinds of window materials on the interior may not be visually pleasing.

New Window Openings in Highly-Visible and Minimally-Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings on a building side.

Blocking and Changing Window Openings

- Plan to maintain all window openings in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas



Figure 17: The fenestration of this façade features grouped windows with an elaborate surround below a view balcony with a door flanked with sidelights.
W 21st Ave

Storm Windows

- Consider retaining existing storm sash.
- Select configurations of storm sash that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using removable interior storm windows.

Skylights

- Avoid adding skylight openings in street-facing sloped roofs, both main and secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.

CHAPTER 8: PAINT AND USE OF COLOR

A COA is not required when painting:

- Wood siding and trim
- Wood substitute materials that are typically painted
- Stucco
- Painted metal elements, such as porch railings

A COA is required for painting unpainted surfaces such as masonry or stone.

Goals

- Allow property owners to paint traditionally-painted materials in colors they select.
- Avoid the painting of masonry materials – brick, stone, terra cotta, cast stone – that should not be painted for both technical and historic character reasons.

Paint and Color Historic Character Features

- Historically, paint color was derived from mineral pigments and these natural, earth-toned colors remained in common use in the built environment.
- Many cities do not review and approve paint colors used for painted portions of buildings. The HPO is adopting this practice for the CHPHD, although individually listed properties on the Spokane Register do go through paint color review.
- Retaining the inherent color of masonry materials exposed and unpainted is critical as they are historic character features and can be harmed by the application of paint and other coatings.
- Use the correct type of exterior paint for the material to be painted.

Paint, Stain and Coating Tips

- Consider using consolidating materials such as epoxy and water-proofing coatings only on material that is in active deterioration, and then, with caution, as such coatings can trap moisture and create laminated sections of materials causing more damage.
- Plan to repair cracks and apply paint on stucco rather than an additional layer of plaster or mortar, called parging.
- Traditional paint colors are derived from mineral pigments, natural materials.
- Historic paint catalogs present small samples of these colors and are good references.
    - The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).
    - The Sherwin Williams Company's Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.

CHAPTER 9: USE OF SUBSTITUTE BUILDING MATERIALS

The term substitute materials is used to describe building materials that have the potential to match the appear-ance, physical properties, and related attributes of historic materials well enough to make them alternatives for use when historic materials require replacement.

Compelling reasons to use a substitute material instead of the historic material include the unavailability or poor performance of the historic material, or environmental pressures or code-driven requirements that necessitate a change in material. Substitute materials can be cost-effective, permit the ac-curate visual duplication of historic materials, and provide improved durability.

If necessary, choose substitute materials that match the appearance of the historic material.

Consider carefully the physical properties of both the historic and substitute materials

Consider the performance of the substitute material over time, its proven durability, and continued availability.

Refer to Preservation Brief 16: The Use of Substitute Materials on Historic Building Exteriors

Rehabilitation

- When considered for use on historic buildings, composite materials of various types must be evaluated in terms of:
    - Ability to be cast, extruded, and stamped to replicate historic elements in design and dimensions
    - Ability to have a finish that does not have a shine, false grain or other texture, or other characteristics that readily identify it as a non-traditional material
- Avoid the use of composite materials used for elements of porches that must be installed with visible brackets, rather than by the traditional inset joints of wood elements.
- Consider composite materials only if they can be painted and installed without visible joints, are of appropriate design and dimensions, and in consultation with HPO staff.
- Finishes (typically paint) have a smooth, not-textured finish.

CHAPTER 10: LANDSCAPING

Goals

- Maintain the landscape character of the district and avoid introducing intrusive elements.
- Maintain the experience of a mature tree canopy shading public sidewalks and trees planted in residential landscaping.
- Maintain the historic pattern of curb cuts and driveways as secondary elements of residential properties and streetscapes.
- Maintain traditional ratios of vegetation to buildings to paved areas with the use of narrow driveways and no large off-street parking areas.
- Add pavement or change yard material in the smallest areas that meet the needs for the change.

Historic Character Features

- The historic landscape incorporates a mature tree canopy and other plantings that provide variety in vegetation and shade for people and enhances the experience of walking in the neighborhood.
- On-premises walks connect public sidewalks and entrances.
- Single-family houses provide for automobiles with curb cuts, narrow driveways and garages.
- Broad swathes of yard extend between facades to the street curb, uninterrupted by side fences and seldom by plantings.
- Fences are seldom present in front yards or to mark side yards; Fences are limited to rear yards or enclosing side yards for corner properties.



Figure 18: This property's landscaping includes a series of arbor structures; choices like this are acceptable in the residential landscaping.
W 21st Avenue

Fences

- Avoid fencing front yards.
- Plan fence projects in compliance with the City of Spokane's Fences Residential Zoning guide.
- When street facing, plan open fencing no higher than 42" height in line with or behind the front of the residence.
- Plan for 6-foot privacy fencing at the lot perimeter behind the public façade of the house.
- Consider traditional materials for walls and fencing in the historic district: masonry walls; masonry pier and metal panel fences; metal fences; and wood privacy fencing.
- Avoid use of imitative materials such as shiny vinyl as inauthentic components of the historic district and limit their use to minimally visible and not visible locations.



Figure 19: New side yard fencing was placed to extend from the façade of the house and keep the front yard unfenced.
Oneida Place

Hardscape

- Keep and maintain historic hardscape features in highly visible areas, in particular stone retaining walls
- Keep and maintain the traditional ratio of paved on-premises paths and building to lawn and vegetated areas.
- Use traditional materials for on-premises sidewalks and hardscape. Use concrete unless there is evidence of brick or stone paving.
- Plan to locate new exterior hardscape amenities, such as patios, pools, water features, pergolas, and gazebos on side yards and more private locations of the property.
- Avoid using hardscape design to create an inauthentic historic feature.
- Reduce or limit on-premises paving with impervious materials.
- Installation of a broad range of residential amenities and landscaping elements that are removable or easily reversible.

Small Lawn Features

- Installation of sculpture, fountains, and other artistic elements do not require a Certificate of Appropriateness.

Vegetation and Trees

- Changes to vegetation do not require a Certificate of Appropriateness.

Note:

Over 100-year-old trees are a critical part of what makes the Cannon Hill Park Historic District such a historic and beautiful place. While changes to trees do not require a design review or COA, the City must be notified of any major tree work or removal of trees. Home owners are encouraged to take care of the trees on their property. The established trees, such as the Ponderosa Pines (aka Ball Pines), will provide shade and beauty for hundreds of years.

The City of Spokane Urban Forestry department has many resources. Its information includes watering and planting guides, as well as an approved list of species for planting in the tree lawn.

https://my.spokanecity.org/urbanforestry/

The Spokane Conservation District is a great resource for tree care and has arborists on staff who can answer questions.

https://spokanecd.org/pages/community-forestry

CHAPTER 11: NEW ELEMENTS: ENERGY, COMMUNICATIONS & UTILITY EQUIPMENT

Goals

- Afford possibilities for incorporating new elements and amenities.
- Recognize that features such as solar panels, communication and utility elements can be technically visible in historic districts without intruding on its overall historic landscape character.
- Balance competing goals of retaining historic character with the presence of features that represent other environmental interests.

New Element Basics

- Consider the degree of visibility and placement when planning to install new elements (e.g. satellite dishes) in historic districts.
- Many utility and infrastructure elements are hardly noticed or “seen” over time unless they are atypical, add a new pattern of elements, or call attention to themselves.
- Visibility is not the only consideration for utility-like elements.
- New elements are not eligible for Special Valuation benefits.

Solar Panels

- Consider solar panel installation on rear-sloping roofs or the rear portion of side-facing roofs. Avoid street-sloping roofs and porch and dormer roofs. Use garage roofs if possible.
- Place panels on flat roofs.
- Use rectangular forms for grouped panels.
- Install panels as close to and parallel to a roof slope.
- Avoid side-yard solar panel installations.
- Ensure panels can be removed and the structure returned to its original configuration.

CHAPTER 12: CONTRIBUTING - ADDITIONS

Goals

- Maintain the historic character of the streetscape by ensuring that its original plan and massing are evident.
- Maintain the historic portion of the home as dominant in perceptions of the property through the use of secondary additions.
- Provide guidance for the design of additions that balance both compatibility and differentiation.
- Provide guidance for the design of replacement or new exterior access staircases.
- Provide guidance for the siting and design of new garages.

Additions

- Plan additions to be minimally visible to a contributing property.
- The most important determinations of appropriateness for new additions are: location and scale.
- Design and materials can increase or decrease the appropriateness of an addition.

Location and Scale for Additions

- Plan an addition to be located in a private or minimally visible area.
- Locate side additions at the rear of the building, leaving the front third of the original wall exposed.
- Design an addition at a scale that is secondary to the historic home and lower in height and smaller in footprint.
- Plan an addition's massing to avoid significant contrast.
- Avoid introducing nontraditional materials in visible areas of the addition.
- Consider common traditional extensions of historic residences, such as sun porches and sleeping porches on the second story, as the inspiration for the design of additions.

Materials and Design for Additions

- Design an addition where the design is compatible rather than differentiated if most of it is visible.
- Design an addition in materials that replicate, or are similar to, those of the historic building. Consider slight differences, such as the exposure of lapped siding or brick color or texture.
- Consider using a simplified version of the style of the historic building for an addition.
- Consider varying the grouping of windows of similar scale to provide compatibility but not introducing significantly different fenestration in visible areas.

Exterior space additions

- Plan for new decks, porches, balconies, pools, and other amenities to be located in private and minimally visible areas.
    - Plan for these types of additions to not be visible to avoid the need for design and materials review.
    - Plan for the review of exterior additions that are minimally visible in terms of scale, location and materials.

Garages

Note: Changes to garages do not require a COA unless they are attached to the residence or are street facing. New garages that do not touch the primary residence can be constructed without review by Historic Preservation. The below list can be used for design guidance.

- Maintain historic garages that contribute to the historic character of the property.
- Site new free-standing garages at the rear of the property or behind the residence.
- Site attached garages to the rear, non-visible portion of a historic home. Garages that are attached to a contributing historic home will be treated as an addition.

- Site a garage so that no more than two garage bays are visible from the street.
- Design a garage as a traditional, one-story non-intrusive building with a gable roof, single siding material, garage doors, people door, and windows.
- Design a garage with occupiable space on the upper level to be in scale with lot, sited as other garages, and compatible with the primary residential building on the property. Follow the Scale, Massing, Height guidelines from Chapter 15: New Construction.
- Use one of these approaches:
    - Maintain height and scale of an historic two-story carriage house but avoid replicating aspects of the main building
    - Design the building to be perceived as a contemporary garage with an apartment above.
    - Consider using a simplified treatment of the historic style of the main house using roof type, materials and color to minimize intrusiveness.

Storage Sheds, Chicken Coops and Other Sheds

- Locate in a private or minimally visible area.

Accessory Dwelling Units (ADUs)

Note: Changes to accessory dwelling units do not require a COA unless they are attached to the residence or are street facing. New ADUs located behind the primary residence and not attached to the house do not need to be reviewed. The below list can be used for design guidance.

- Site new building at the least visible portion of the property to not impact the historic streetscape.
- Design the building to be in scale with the lot and compatible with, yet secondary to, the home.
- Follow the Scale, Massing, Height guidelines from Chapter 15: New Construction.

CHAPTER 13: NON-CONTRIBUTING RESIDENCES

Goals

- Keep non-contributing dwellings as recognizable elements of the continuum of residential buildings and as compatible elements in the historic district.
- Provide owners of non-contributing buildings some options without increasing the visual presence of such buildings in the district.
- Avoid the partial remodeling of non-contributing buildings to maintain cohesiveness in design and use of materials.

Continuity and Continuum

- Non-contributing buildings in the CHPHD tend to be in their original condition in terms of design and materials.
- These buildings tend to be compatible with the historic, contributing buildings in the district due to their siting, scale and materials.
- Owners can choose to retain these buildings as designed, update them, or replace them as they do not contribute to the historic significance of the district.
- Proposed changes to non-contributing residences will be compatible if they do not introduce elements that are visually intrusive.



Figure 20: The house at 1909 S Stevens Street was constructed in 1985 and is considered to be non-contributing due to its construction outside of the Period of Significance.

CHAPTER 14: DEMOLITION REVIEW CRITERIA

Demolition of Entire Buildings

City of Spokane SMC 17D.100.220 requires the SHLC to consider the following factors when reviewing an application for demolition. This following expands on the criteria in terms of the historic continuity and continuum of the landscape character and significance of the CHPHD:

1. The historic importance of the property

The CHPHD nomination states that the district is eligible under Category A, Community Planning and Development, as a designed residential landscape. The nomination categorizes properties as contributing and non-contributing based on dates of construction before and after 1958, the end of the period of significance. The district nomination emphasizes that the park-like landscape and residences scaled to lot size and designed per prevailing architectural preferences that establish the character and continuity for the landscape. While each building contributes to the experienced landscape, the overall streetscapes and landscapes convey the character of the district. The broad categories of contributing and non-contributing are the starting points for the consideration of the importance of each property, or existing residence.

By definition, non-contributing properties are officially not part of the district's historic character and are not protected from demolition. That said, they embody building materials and energy, are compatible with the district's landscape, and in the CHPHD are not intrusive in scale, materials, or general presence in the landscape.

An individual contributing property built during the period of significance contributes to the streetscape of the CHPHD. The historic pattern of residential development in Spokane includes long periods of building-out residential additions and hence there is no decrease in significance for houses built during the later decades of the period of significance. In a similar manner, house size is not proportionate to historic importance in this district.

The character of the CHPHD relies on the variety of house sizes and styles. It is difficult to develop a credible argument that any of the contributing buildings in the historic district are not important to its character and continuity of the architectural styles in the landscape.

Authenticity and historic character in the district are in danger of being lost one building at a time because of demolition. The point of the historic district designation is to limit this type of loss.

2. The nature of the redevelopment which is planned for the property

While each contributing building has comparable historic significance in terms of demolition, this criterion requires the consideration of the subsequent use of the property if a contributing building were to be demolished. The broad zoning changes in Spokane adopted in 2023 make it possible to build a variety of multiple-family dwellings in the CHPHD. Non-contributing properties in this district are isolated and consequently assembling parcels large enough to redevelop with multi-family residential use will be limited. More common will be the rare demolition on a single lot of limited scale.

If redevelopment of the site is proposed, that development project should be presented prior to or at the same time as approval of demolition is requested. The replacement building(s) must be in the "highly-compatible" category (as determined through the Compatibility in Design Scorecard; see Appendix I), in order to minimize the loss of historic character in the district as a whole. When a project is rated only as "compatible", the redevelopment project may not justify approval of demolition.

3. The condition of the existing structure

The difference between deferred exterior maintenance and structural soundness will be considered. While the City identifies

several conditions for Substandard Buildings, that code enforcement program notes conditions to be addressed. Such necessary work is not evidence that a contributing building must be demolished. There is always the option to rehabilitate a substandard building.

At the time of designation, the dwellings in the CHPHD were, as a rule, in sound condition and in good repair. The practice of deferring maintenance so a building becomes deteriorated and unsound is known as “demolition by neglect.” Taking such steps and then proposing necessary demolition on those grounds is not credible as an argument for demolition.

Conditions that merit serious consideration for the demolition of contributing buildings in CHPHD include damage by fire, due to storm and falling tree damage, ground shifting and collapse, and similar unexpected circumstances.

When a building is determined to be a threat to life and safety, the Building Official or Fire Marshall will order demolition, no matter the status of the building in the historic district.

4. The effect on the surrounding neighborhood of the planned replacement use

The adoption of the CHPHD is a land use agreement that the existing buildings – with 94% percent of homes contributing – will remain standing and in residential use. When a residence must be replaced or an owner desires to replace a non-contributing building, the property owner is able to build “missing-middle” scale multi-family dwelling units. The expectation for compatible new construction entails expectations for such new residential buildings be scaled to the lot size existing in the district. The historic district designation is not at odds with this zoning.

5. The overall effect of the proposed redevelopment.

This criteria recognizes that redevelopment has an effect on the neighborhood character and the elements of the neighborhood’s urban design. As previously noted, redevelopment that is not highly compatible with the district at all levels of analysis, would not contribute to or maintain the historic character and continuity of the historic district. Such proposals do not provide a compelling reason for demolition or approval of the proposed new construction. Other aspects of redevelopment would also affect the larger patterns of the district and should be avoided. These include any vacating of streets and alleys, the assembly of significantly larger parcels than existing within the district, and any variance in terms of existing residential zoning.

6. Any proposed mitigation measures.

The SHLC will take into consideration any mitigation measures proposed by the applicant which may include salvaging significant architectural features of the structure after properly documenting the building before demolition

CHAPTER 15: NEW CONSTRUCTION

Design review of new construction in historic districts has a particular goal: new buildings must be designed to fit into – or be compatible with – the historic streetscapes of the district. Because the ”sense of place” is a characteristic of an historic district, how that environment changes with new construction matters because it is a permanent change to the district. The presence of residences in the CHPHD built over time establishes a continuum of residential design that new construction should be considered to be part of. The goals of new construction are the continuum of compatible design at the size and scale that is appropriate for this district.

Continuum and Compatibility Basics: Context Sensitive Design

The field of historic preservation has long used the concept of “context sensitive design” but uses the term “compatible.” Designing for a specific site within the historic district allows for compatible new construction in one spot that may not be suitable for another site within the district. Architects will need to think carefully about how the new building fits in with the immediate surroundings as well as the neighborhood as a whole.

This concept of compatibility is spelled out in the National Park Service’s Secretary of Interior’s Standards for the Treatment of Historic Properties. That set of standards includes The Standards for Rehabilitation that are the basis for the CHPHD Design Standards and Guidelines. This guidance uses the term “compatible” in both the technical sense – as in not introducing incompatible materials – as well as in the visual terms like massing, scale and set back. The guidance notes that compatibility can be achieved with various design solutions.

It is important to note that “compatibility” is not “comparability.” Compatibility can be defined in terms of the absence of conflict; in more casual and visual terms, it can mean being a good neighbor in that a building “fits in.” Comparability is a very close state of compatibility, in that the two things have enough in common that they can be compared meaningfully. The common phrase “don’t compare apples to oranges” refers to real differences. Apples are not oranges, but they are compatible in the fruit bowl. Compatibility may incorporate comparability – which in the built environment can include some form of replication.

Approximately 5% of the properties within the CHPHD are non-contributing and these properties could be redeveloped. The built environment in the historic district will change over time, but the historic, contributing buildings will continue to provide the underlying historic continuity for the district.

In order to encourage creative design solutions within the Cannon Hill Park Historic District, a design framework and compatibility scoresheet created for other districts will be used. This approach is open-ended rather than prescriptive. In a nutshell, we are not going to tell you how to design a building for the district. There are no requirements for flat roofs or pitched roofs – but if the surrounding buildings all have pitched roofs, the new building will score higher if a pitched roof is incorporated into the design. The framework for context-sensitive new construction is firmly grounded in compatible contemporary design: design that is clearly of the 21st century and doesn’t try to fool the viewer into thinking that it might be historic, but at the same time, it still fits into the historic district as compatible design.

The overarching goal of this framework for new construction is that new buildings in the district will not diminish the historic character of the neighborhood, or district, as a whole. Compatible, context-sensitive design avoids that effect. In this way, the changing residential patterns of Spokane’s residents will continue to be met.

This framework – which constitutes the standards for new construction – has a different format and way of use than traditional historic district standards and guidelines.

New Construction Design Review Basics

The consideration of compatible new construction is based on these concepts:

- The streetscapes of the historic district, in this district with buildings placed within a park-like landscape, are the main resource that will be considered, and no building will be approved that is visually intrusive.
- The nature of context-sensitive, compatible design means that a proposal approved for one location will not automatically be compatible and appropriate in another location.
- Each proposal will be considered for its specific location only. There should be no expectation that a proposal approved for one location will be approved for another site in the district.
- Contemporary design can be compatible within a historic district and provides an authentic continuum of architectural design.
- While energy conservation and durability attributes are important to consider for materials used for new construction, these reasons alone will not likely be reasons for finding materials compatible.

The importance of ensuring new construction in a historic district is compatible means that the SHLC will review and approve proposals at a monthly commission meeting with a public hearing where members of the public will be able to comment on proposals.

Precedent and Patterns

The CHPHD has a park-like landscape with prominent tree canopy that unites streetscapes composed of residential properties built over several decades. Houses are carefully scaled to lot size so each property has a similar setting and there are strong patterns in scale, siting, design, and use of materials that provide context for the design of new buildings. A continuum of architectural design present in the district suggests that contemporary residential design is appropriate. Multi-family dwellings scaled to lot size can also be compatible. See the “Scale, Massing and Height” guidelines for more information.

Design Strategies

There are several broad strategies for the design of infill buildings, or new construction, in historic districts:

A new building could:

1. Replication of historic buildings in design and materials is one approach. This strategy has been popular because people enjoy, for example, Craftsman bungalows. Using replication design avoids the discussion of contemporary designs as compatible.

   Criticisms of replication include creating a false sense of history and appearance of the replicas in the streetscape. With the use of modern construction methods and the high cost of construction, property owners often select a simplified example to copy. Decisions based on cost and simplification diminish the ability of a new building to appear “historic” in design. Even so, there are instances where a replica design strategy is appropriate, perhaps in an intact historic streetscape with only one location available for new construction.

2. Abstract Reference: The strategy of making an abstract reference to historic examples, or context, in the design of a new building can result in a range of solutions. A new building could have an abstract, yet obvious visual reference to buildings in the setting. Buildings with abstract references to a historic context may be appropriate in a streetscape with several non-contributing buildings.

3. Juxtaposition as a design strategy results in buildings that are intended to have little relationship with their historic context and stand out noticeably in a streetscape. This is the most difficult strategy to be successful within historic districts because it is difficult to see the new building as visually compatible with historic buildings. Even so, a small building in a location that has buildings of various ages and sizes may be an appropriate place to use design juxtaposition.

4. Invention Within: A fourth design strategy is recommended for most new buildings in the CHPHD. This is an "invention within" approach – one that clearly references common building types and/or building types in the district without duplicating them. Instead, these designs incorporate historic forms and details and "reinvents" them to seem more contemporary. Another way to think about this type of design is "traditional with a twist," to be "of its time" rather than a replica or standard design.

   An example is a porch on a new building that had a slightly different form than was common historically with modern posts and railing designs. Another type of reinvention would be to use the massing of a large single-family home for a duplex or triplex and reinvent porch and entrance locations and detailing to indicate the number of units within.



Figure 22: The condominium townhouse development in Browne's Addition could be considered "Invention within" – the buildings match other nearby structures in scale and massing.



Figure 20: The house at 4 W 18th Ave built 2023 with traditional residential forms and materials. The setback matches the existing homes.



Figure 21: This is multi-family building near on lower South Hill is set back and has a volume similar to the neighboring older multi-family buildings.

For more information on these design strategies, see:

Sense of Place: Design Guidelines for Historic Districts (2007) Philadelphia. http://www.preservationalliance.com/publications/SenseofPlace_final.pdf

Steven W. Semes, *The Future of the Past: A Conservation Ethic for Architecture, Urbanism and Historic Preservation*. 2009.

Framework for Compatible Design

Historic District Basics

The historic district itself is the resource being protected and new buildings must not have a negative effect on the historic character of the district. The streetscape creates the historic character and the basis of compatibility. For this reason, emphasis will be placed on the publicly visible portions of new buildings.

The analysis of the context includes the blockfront in which the building site is located and the one across the street. One experiences the district while moving through the facing blockfronts and they provide both the variety and continuity of the historic district.

Compatibility in design is a visual characteristic. Compatible design is an achievable design challenge that requires some comparability. Height, color, materials, and use of materials all matter and shall be carefully considered.

Using the Framework

The following sets of directives under each section of the Framework for Compatible Design correspond directly with the Compatibility of Design Scoresheet that Commission members and others will use to assess the compatibility of the proposed design.

Rather than be stated requirements, these directives suggest ways that compatible, context-sensitive design can be achieved. The directives are not a checklist or prescriptive set of standards to be met with each project. The architect is free to choose from among the elements that will ensure compatibility while introducing some differentiation.

Using the Scoresheet

Values signifying the importance of the factor in achieving a compatible design have been assigned.

Scorers should enter a low value, zero or one, if the goal is not met and one of the higher values to indicate that the designer has used this factor successfully in the design. Some directives, such as building setback, gain the full score if the criteria is met or receive a zero if not met. These directives do not have a “middle ground”.

The right column is a place to indicate the total points the scorer gave to a section of the scoresheet in contrast to the total amount possible. For instance, in the Context Compatibility section, one could score a 3 for the Character Area, 2 for Facing Block fronts and 2 for Adjacent Buildings to indicate that the building does not have the strongest sense of compatibility for its location. A total of 7 out of 15 possible points indicates that this aspect of context sensitive design has not been a focus for the designer.

Once all the sections are scored, totals for Parts I and II can be compared. One proposal may score higher in context and urban form than in design components, and vice versa. Each total can be categorized as compatible or incompatible.

Finally, the overall score is assessed. A careful review of the score will indicate areas where a design could be altered to be more compatible.

Process: Using the Framework and Scoresheet to Consider New Construction

Several, if not all, members of the commission and the HPO staff will score proposed buildings and the scores will be compared. The HPO will use this feedback in conversations about the project with applicants, who will alter the design to increase its compatibility score as they see fit. A subsequent design will then be scored and discussed.

The HPO and the applicant will determine when a project is ready to be presented to the Commission for a public hearing and approval. The HPO’s report on the proposed building will include information on how it was scored. Members of the public will be expected to make comments about the appropriateness of the

project in its location in terms of the Framework for Compatible Design.

The goals of this process include:

- Keeping the building design with the designer and avoiding design-by-committee.
- Providing broad categories of urban design and design factors for comment and review.
- Providing a transparent evaluation process for applicants and district residents.

Tips for Success

- Pay attention to this framework to avoid project delays and unrealistic expectations.
- Note that some aspects of new designs are incentivized with additional scoring points.
- Be prepared to discuss your project with the Historic Preservation Officer and Historic Landmarks Commission members in terms of this framework.
- Do not search for uncommon elements to justify what is proposed.
- Use the request for compatible design as one that spurs creativity rather than one with limitations.
- Respect the efforts of the residents of Cannon Hill Park neighborhood who worked to establish the historic district.

Framework for Compatible Design in Detail

Section 1: Context and Urban Form Analysis

Project Location Analysis

Use three tiers for the context analysis for new construction:

1. The character-defining aspects of the historic district:
    a. Analyze patterns and unifying aspects
    b. Note how diversity is present and absent
2. Facing block fronts of building site:
    a. Analyze building types and patterns of location on both block fronts
    b. Diagram setbacks and spacing to insure compatibility
    c. Depict streetscapes as elevations and in plan to note height, materials, and site access for vehicles
3. Adjacent buildings:
    a. Establish compatible setback and height
    b. With elevations indicate floor heights and entrances
    c. Window placement

Form Analysis

Compatibility in the form and design of a new building within the CHPHD relies primarily on the following factors. Design choices to provide compatibility are listed for each factor.

Streetscape factors: Siting and Setback

- Site buildings to hold common setbacks from the public sidewalks to maintain the historic character of the district.
- Avoid encroachment on the public sidewalk with a shallow front lawn or no lawn as these patterns do not exist.
- Use similar relationships between a building and lot size, known as lot coverage
- Keep a common rhythm of building placement and distance between buildings
- Place the ground story at an elevation common for the blockfront
- Do not use unnecessary terraces to raise the lawn above adjacent ones or excavation to create walk-out basements
- Orient buildings and human access to the street while providing provision for automobiles at the rear of the property with a narrow driveway.

Scale, Massing, Height

Scale

- Design to maintain compatibility in scale – the combined effects of footprint and height, as compared to other homes on the block.
- Both the height and the footprint of new homes are important for compatibility in scale.
- The new building footprint should be no larger than 125% of the previous footprint, should be located on or within the previous footprint, and maintain or increase spacing between neighboring homes.

Massing

- Incorporate vertical and horizontal plane breaks in massing as the means for subtle modulation of form, to minimize scale, and as the point for a change in materials.
- Use inset and projecting balconies and porches to provide semi-private exterior space.
- Use massing that finds a balance between an unmodulated box and too much variation.
- Use pitched roofs over usable space, not only as false fronts or accent points.

Height

- New construction heights in the CHPHD district will be reviewed for compatibility based on the specific site.
- Avoid significant differences in height of closely positioned buildings by proposing no more than a one-story difference.
- Use some stepping up to the maximum height to limit the visual and privacy effects of a height difference.
- Avoid proposing large footprint, one-story homes.

- Consider the effects of hillside locations and height on down-hill neighboring sites.
- Use comparable floor heights so that windows and other horizontal elements on all stories have some visual consistency in the streetscape.

Explaining Plane Breaks

This term refers to shifts in the planes of wall surfaces. A vertical plane break occurs when a vertical element is introduced. Examples include a bay window projecting from the main wall or vertical elements used to break up a long facade.

A horizontal plane break occurs when the plane is broken parallel to the ground. An example is when a second story overhangs or is set back from the first story. Several Arts and Crafts style homes include horizontal plane breaks with materials and textures.

Provision for automobiles

- Provide access via minimal curb access and narrow driveways to parking at the rear or side of the lot.
- Limit paved areas to the minimum required for access and parking.
- Use alleys where present for access to garages and avoid new driveways.

Section 2. Design Component Analysis

General: Orientation, Design Quality, Presence

- Orient the building to the street with visible human entrances and windows facing the street; position side entrances near the façade.
- Consider the overall presence of the building in the streetscape and its balance of compatibility and differentiation.
- Design a building based on intended use to avoid a false sense of history, e.g. new homes should appear as such as opposed to appearing like industrial lofts.
- Ensure a building does not use differentiation or overly complex design to call undue attention to itself and create a lack of visual harmony in the streetscape.
- Use a level of detail in massing, façade design, and use of color comparable to nearby historic homes.
- Pay sufficient attention to 360-degree design beyond the façade by continuing use of materials or introducing complementing materials, continuing some design elements, and avoiding blank or barely developed side walls.

Use of façade materials

- Use the same materials as the historic buildings in the district.
- Use materials with small variations, such as siding width.
- Use materials in the same manner as used on historic buildings, i.e. place wood siding in a traditional horizontal position rather than on the diagonal.
- Maintain a hierarchy of primary and secondary materials with primary material consisting of 70% of the façade.
- Use constructional logic in use of materials with lighter materials above heavier ones.
- Change materials only at vertical plane breaks or horizontal story breaks, or for projecting bays.
- Use primary materials on all facades of a building or follow the historic pattern of brick buildings that have less expensive brick on the elevations and rear facades than the face brick on the façade.
- Avoid materials traditionally not used on residential buildings, such as those considered to be appropriate for industrial or commercial building use.

Use of secondary façade materials and accent materials:

- Use the “rule of five” to avoid too many materials and visual clutter
- Use material of similar perceived quality as historic materials and avoid low-cost imitative materials that lack quality and endurance.

- Start with three materials for walls, windows and roof.
- Use no more than two additional materials: a second wall material or accent material in railings or porch elements.
- Use the same materials as the historic buildings in the district
- Use vertical plane and story breaks as locations for material changes.
- Use high-quality accent materials.
- Use materials for windows of the same quality as the rest of the materials.

Traditional Building Materials:

- *Brick veneer*
- *Lapped siding*
- *Stucco*

Traditional Accent Materials:

- *Limestone, basalt, granite*
- *Brick*
- *Textured and colored stucco*
- *Architectural metals*

Use of Color

- Use primary materials with traditional mineral-based colors.
- Use color in the manner used in historic buildings:
    - One dominant color, or with carefully selected colors as seen in some brick buildings
    - Non-traditional colors used primarily as accents
- Use color of similar value and saturation of permanent materials (brick and stone)

Façade design

- Use elements of similar scale as buildings in facing block fronts context.
- Use level of detail similar to buildings in facing block fronts context.
- Avoid copying historic styles.
- Avoid combining elements from different styles and creating a collage effect.
- Use constructional logic in dimensions of elements.
- Use fenestration logic based on the interior plan.
- Avoid eccentricity in fenestration.

Use traditional approach to entrance design:

Place individual entrances in multi-family buildings oriented to the street and clearly evident as the main entrance to each unit.

Place entrances into a building with multiple units oriented to the street and be clearly evident as the main entrance for residents and visitors.

Use design principles to keep entrances in scale with the human body and the building.

Basics: Architectural Design

- Incorporate traditional architectural design principles.
- Design with order and unity in visual aspects of the design.
    - Use proportion and rhythm to establish pleasing relationships.
    - Design with visual hierarchy in massing and
    - fenestration.
    - Use symmetry or asymmetry to establish balance
- Consider proportions
    - Design with consideration to relationships of the parts to each other and to the whole.
    - Design so the visual relationship between all parts is harmonious and in scale.
- Consider proximity
    - Design so that building elements that are close together complement each other rather than compete for attention.
- Strive for coherence
- Design to avoid too many textures, shapes, colors and other characteristics that are perceived as non-similar and introduce jarring visual clutter or “busy-ness.”

Recognizing the Effort to Provide Compatibility

The Compatibility of Design Scoresheet includes opportunities to score additional points for compatibility:

- Some designs convey extra attention to the immediate context yet are contemporary in design.
- Sometimes a design does not meet all expectations, but feels “right” for the location. It is very difficult to articulate all of the possible ways a proposed design may be appropriate for the district - so the option is left open for something that had not been considered at the time these guidelines were created to meet compatibility.

Incentivizing Compatibility Within the district

The consideration of compatible, context-sensitive design is incentivized, based on context in each district. These factors are incentivized in the scoring of compatibility for the CHPHD that are based on dominant patterns in the streetscape:

- Response to context
- Footprint <125% of previous footprint, maintain spacing between adjacent homes
- Maintains setback and spacing between houses
- Building scaled to the lot size

COMPATIBILITY OF DESIGN RATING SCORESHEET FOR NEW CONSTRUCTION

New Construction in a Historic District Setting

This rating score sheet provides the framework for evaluating the visual compatibility of a proposed construction project for a specific site in the Cannon Hill Park Historic District, which is listed in the Spokane Register of Historic Places.

Scoring	Context & Form	Design	Overall
Highly Compatible (80%)	42+	70+	112+
Incompatible	<42	<70	<112

Section1: Context Sensitive Design and Urban Form		
Context compatibility with:		
Historic character of the area	0-4	
Facing block fronts	0-5	
Adjacent buildings	0-6	
	sub-total 15 max	
Streetscape factors		
Maintains common setback on block front	0 or 5	
Maintains lot coverage patterns	0 or 3	
Maintains rhythm, spacing	0-4	
Maintains ground story at common position	0-3	
	sub-total 15 max	
Scale, massing, height		
Footprint <125% of previous footprint, maintain spacing between adjacent homes	0 or 5	
Relates to historic patterns of massing (dominant and secondary)	0-2	
Large forms modulated with horizontal/vertical breaks	0-2	
Roof forms related to building type; cover occupiable space	0-2	
Avoids difference in height of more than one story	0-4	
Uses floor heights to further height compatibility	0-3	
	sub-total 18 max	
Provision for automobiles:		
Maintains existing patterns	0-4	
	sub-total 4 max	
	Total Context & Form 52 max	

Section 2. Design Components		
Compatible Orientation, Design Quality, Presence		
Entrance oriented to street	0-3	
Evidence of traditional design principles	0-3	
Compatible, well-designed presence	0-3	
360-degree design	0-3	
	sub-total 12 max	
Use of façade material		
Uses material(s) found in district	0-5	
Uses primary façade material	0-4	
Respects “rule of five” for total number of materials	0-3	
Uses materials in traditional manner	0-3	
	sub-total 15 max	
Use of secondary façade and accent materials		
Uses materials found in district	0-3	
Materials changed at vertical plane, story breaks, bays	0-3	
	sub-total 6 max	
Use of Color		
One color dominant	0-5	
Dominant color traditional mineral-based color	0-5	
Color similar in value and saturation as context	0-3	
Secondary colors compatible contrast with dominant	0-2	
	sub-total 15 max	
Façade design		
Has elements of similar scale as context	0-5	
Avoids mixing disparate elements	0-5	
Has degree of articulation similar to context	0-5	
Has logical and compatible fenestration	0-5	
Clear evidence of architectural design principles	0-5	
	sub-total 25 max	
Incentivized aspect of the design		
Response to context	0-5	
Maintains setback and spacing between houses	0-5	
Building scaled to the lot size	0-5	
	sub-total 15 max	
	Total Design 88 max	
	COMPATIBILITY TOTAL140 max	

APPENDIX 1: Glossary of Terms

Balustrade: a railing supported by balusters, seen most often on porches and balconies

Board and batten siding: wide plank siding installed vertically and with smaller strips of wood covering the joints of the larger boards.

Bungalow: a one or one-and-a-half story house with a gable roof and front porch across the entire or a part of the façade,

Eave Brackets: structural or decorative members that project from a wall to support or decorate the eaves of a roofline.

Cedar shingles: shingles of cedar wood often laid tightly set and with a smooth bottom edge

Clapboard: one of a series of boards used for siding. It is usually installed horizontally and the board is most often tapered in cross-section. Often seen with a narrow reveal on Craftsman style buildings.

Closed balustrade: a short wall, known also as a knee wall, spans the columns of a porch.

Column: used to support beams or arches on which the upper parts of walls or ceilings rest.

Cornice: the projecting moldings that form the top band of an entablature or wall.

Cottage: a one or one-and-a-half story house with irregular footprint and roof forms and with a stoop and perhaps vestibule rather than a porch

Dormer: area projecting from a roof with vertical walls and covered by a separate roof that expands the occupiable space within; the dormer face nearly always has windows.

Eave: the projecting overhang at the lower edge of a roof.

Façade: the exterior faces of a building, often used to refer to the wall in which the building entry is located.

Fenestration: the arrangement of windows and doors on the elevations of a building.

Gable: the wall that encloses the end of a gable roof; triangular gable end below a roof overhang.

Gambrel: a roof shape characterized by a pair of shallow pitch slopes above steeply pitched slope on each side of a center ridge.

Half-timbering: wood boards placed in geometric pattens within stucco; often seen on the second story walls and gable faces

Mullion: a vertical member separating window sash.

Muntin: a bar or rigid supporting strip between adjacent panes of glass.

Parging: cover (a part of a building, especially an external brick or stone wall) with plaster or mortar that typically bears an ornamental pattern.

Pilaster: a rectangular column, especially one projecting from a wall.

Pediment: the triangular gable end of a classical building, or the same form used elsewhere in the building.

Porch: An area adjacent to the exterior of a house covered with a roof; posts, often spanned with an open or closed balustrade, support the roof. Porches are large enough to be occupied beyond standing; they may be projecting or recessed.

Porte cochère: a roofed area under which vehicles pass, attached to the side of a house.

Portico: a structure consisting of a roof supported by columns at regular intervals, typically attached as a porch to a building.

Stoop: a small area at the front entrance of a house, often with steps and a flat area near the door. It may have a roof projecting from the house or be unsheltered.

View balcony: shallow balcony at the second story, accessed by a door; described during the 1910s as “view balconies”

APPENDIX 2: Certificate of Appropriateness (COA) Design Review Requirements

All items only apply to Highly (street facing) and Minimally (side of house) Visible areas as defined in Chapter 3

Type of Work	No Review/COA	Staff Review	SHLC Review
Awnings			
Awning - change of color	X		
Awning - change of style		X	
Awning - new		X	
Paint			
Re-paint previously painted areas	X		
Paint previously-unpainted materials (e.g. masonry)			X
Remove paint from masonry		X	
Landscaping			
Install new landscaping structure		X	
Remove historic landscape structure			X
Install new fence		X	
Install paved walkway	X		
Windows and Doors			
Replace windows			X
Replace doors - street facing			X

Replace doors - side of house		X	
Change window openings - side of house		X	
Create new window/door opening - street facing			X
Create new window/door opening - side of house		X	
Porch			
Repair porch	X		
Replace porch in kind		X	
Enclose porch - street facing			X
Enclose porch - side of house		X	
Build new porch			X
Siding			
Repair siding	X		
Install new siding			X
Garages and Accessory Dwelling Units (ADU)			
Demolish garage	X		
Construct detached garage or ADU (if street facing)		X	
Construct attached garage or ADU		X	Maybe
Roof			
New roof with like material		X	

New roof with new material			X
Remove or alter chimney visible from street			X
Change roofline			X
Other Exterior Renovations or Construction			
Install mechanical or utility equipment		X	
ADA ramp or accessibility improvement - street facing			X
ADA ramp or accessibility improvement - side of house		X	
Build addition			X
Build new deck		X	
Move an existing structure	X		

APPENDIX 3: Preservation Briefs

Preservation Briefs provide guidance on preserving, rehabilitating, and restoring historic buildings. These NPS Publications help historic building owners recognize and resolve common problems prior to work. The briefs are especially useful to Historic Preservation Tax Incentives Program applicants because they recommend methods and approaches for rehabilitating historic buildings that are consistent with their historic character.

https://www.nps.gov/orgs/1739/preservation-briefs.htm

1. Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. Robert C. Mack, FAIA, and Anne E. Grimmer. Surveys a variety of cleaning methods and materials and provides guidance on selecting the most appropriate method and the gentlest means possible. Discusses water-repellent and waterproof coatings, the purpose of each, the suitability of their application to historic masonry buildings, and possible consequences of their inappropriate use. 2000. GPO stock number 024-005-01207-9
2. Repointing Mortar Joints in Historic Masonry Buildings. Robert C. Mack, FAIA, and John P. Speweik. Provides general guidance on appropriate materials and methods for repointing historic masonry buildings. 1998.
3. Improving Energy Efficiency in Historic Buildings. Jo Ellen Hensley and Antonio Aguilar. Discusses the inherent energy efficient features of historic buildings. Recommends actions to increase energy efficiency. Describes alternate energy sources that have been used for historic buildings. 2011. *GPO stock number 024-005-01294-0*
4. Roofing for Historic Buildings. Sara M. Sweetser. Provides a brief historic of the most commonly used roofing materials in America. Presents a sound preservation approach to roof repair, roof replacement, and the use of alternative roofing materials. 1978.
5. The Preservation of Historic Adobe Buildings. Provides information on the traditional materials and construction of adobe buildings and the causes of adobe deterioration. Makes recommendations for preserving historic adobe buildings. 1978.
6. Dangers of Abrasive Cleaning to Historic Buildings. Anne E. Grimmer. Cautions against the use of sandblasting to clean various buildings and suggests measures to mitigate the effects of improper cleaning. Explains the limited circumstances under which abrasive cleaning may be appropriate. 1979.
7. The Preservation of Historic Glazed Architectural Terra-Cotta. de Teel Patterson Tiller. Discusses deterioration problems common to terra-cotta and provides methods for determining the extent of deterioration. Makes recommendations for maintenance and repair and suggests appropriate replacement materials. 1979.
8. Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings (1984). Rescinded October 2023; information and guidance no longer represent best historic preservation practices.
9. The Repair of Historic Wooden Windows. John H. Myers. Provides information on evaluating the condition of historic wood windows and on practical methods for repair. 1981.
10. Exterior Paint Problems on Historic Woodwork. Kay D. Weeks and David W. Look, AIA. Identifies and describes common types of paint surface conditions and failures. Provides guidance on preparing historic woodwork for repainting, including limited and total paint removal. 1982.
11. Rehabilitating Historic Storefronts. H. Ward Jandl. Explores the role of the storefront in historic buildings and provides guidance on rehabilitation techniques for historic storefronts as well as compatible storefront designs. 1982.
12. The Preservation of Historic Pigmented Structural Glass (Vitrolite and Carrara Glass). Provides information on the early manufacture, installation, and use of this decorative building product commonly found in 20th century buildings; reasons for its damage; and a general approach for its maintenance, repair, and replacement. 1984.

13. The Repair and Thermal Upgrading of Historic Steel Windows. Sharon C. Park, AIA. Presents brief historical background on the development, use, and styles of rolled steel windows popular in the first half of the 20th century. Explains steps for cleaning and repairing damaged steel windows; provides information on methods of weatherstripping and options for storm panels or the installation of thermal glass. 1984.
14. Exterior Additions to Historic Buildings: Preservation Concerns. Anne E. Grimmer and Kay D. Weeks. Uses a series of examples to suggest ways that attached additions can successfully serve contemporary uses as part of a rehabilitation project while preserving significant historic materials and features and the building's historic character. 2010. *GPO stock number 024-005-01280-0*
15. Preservation of Historic Concrete. Paul Gaudette and Deborah Slaton. Discusses the characteristics of concrete and causes of deterioration. Includes information on cleaning, maintenance, and repair, and on protective systems. 2007. *GPO stock number 024-005-01253-2*
16. The Use of Substitute Materials on Historic Building Exteriors. John Sandor, David Trayte, Amy Elizabeth Uebel. Provides general guidance on the use of substitute materials as replacement materials for distinctive features on the exterior of historic buildings. Revised 2023.
17. Architectural Character—Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character. Lee H. Nelson, FAIA. Essential guidance to help property owners and architects identify those features of historic buildings that give the building its visual character so that their preservation can be maximized in rehabilitation. 1988.
18. Rehabilitating Interiors in Historic Buildings—Identifying Character-Defining Elements. H. Ward Jandl. Assists building owners in identifying significant interior spaces, features, and finishes so they may be preserved in rehabilitation work. Applies to all building types and styles, from 18th century churches to 20th century office buildings. 1988.
19. The Repair and Replacement of Historic Wooden Shingle Roofs. Sharon C. Park, AIA. Discusses historic wooden roofing, expectations for longevity, and repair and replacement options. Identifies roofing material that duplicates the appearance of a historic roof, offers guidance on proper installation, and provides information on coatings and maintenance procedures to help preserve the roof. 1989.
20. The Preservation of Historic Barns. Michael J. Auer. Identifies historic barn types, helps owners understand the historic character of their barns, and offers advice on the maintenance, repair, and rehabilitation of old and historic barns. 1989.
21. Repairing Historic Flat Plaster—Walls and Ceilings. Marylee MacDonald. Guides building owners on repairing historic plaster using traditional materials (wet plaster) and techniques. Suggests replacement options if the historic plaster is severely deteriorated. Useful chart on various plaster bases and compatible basecoats and finish coats. 1989.
22. The Preservation and Repair of Historic Stucco. Anne E. Grimmer. Describes the evolution of stucco as a building material, beginning with a brief history of how stucco is applied, and how its composition, texture, and surface patterns have changed. Includes guidelines on how to plan for and carry out repair of historic stucco, with sample mixes for 18th, 19th, and 20th century stucco types. 1990.
23. Preserving Historic Ornamental Plaster. David Flaharty. Discusses ornamental plaster production, explaining the processes of run-in-place and cast ornamentation using three common decorative forms as examples: the cornice, ceiling medallion, and coffered ceiling. Provides guidance on identifying causes of deterioration and understanding complex restoration techniques. Includes useful advice on selecting and evaluating a restoration contractor. 1990.
24. Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches. Sharon C. Park, AIA. Underscores the importance of careful planning in order to balance preservation objectives with the interior climate needs of the building. 1991.

25. The Preservation of Historic Signs. Michael J. Auer. Discusses the history of sign types pre-1800 to the 20th century, including symbol signs, flat signs, fascia signs, hanging signs, goldleaf signs, rooftop signs, and neon signs. Makes recommendations for their repair and re-use. 1991.
26. The Preservation and Repair of Historic Log Buildings. Bruce. L. Bomberger. Focuses on horizontally laid or vertically positioned logs, but the preservation and repair treatments are essentially the same for all log structures. Discusses traditional splicing-in techniques, the use of epoxies, and replacement, as well as guidance on the repair and replacement of chinking and daubing. 1991.
27. The Maintenance and Repair of Architectural Cast Iron. John G. Waite; historical overview by Margot Gayle. Discusses the role of cast iron in 19th-century industrial development and the resulting advances in building design, technology, ornamental detailing. Provides essential guidance on maintaining and repairing architectural cast iron. 1991.
28. Painting Historic Interiors. Sara B. Chase. Discusses wall paint and decorative surface treatments from the late 17th century to the 1950s. Describes the usefulness of a complete paint investigation for preservation and restoration projects. Provides guidance on the common causes of interior paint failure and preparing surfaces for repainting. Makes recommendations about paint with health and safety factors in mind. 1992.
29. The Repair, Replacement, and Maintenance of Slate Roofs. Jeffrey S. Levine. Describes the causes of slate roof failures and provides comprehensive guidance on their repair and, when necessary, their appropriate replacement. Repair/Replacement Guidelines are included to assist owners prior to work. 1992.
30. The Preservation and Repair of Historic Clay Tile Roofs. Anne E. Grimmer and Paul K. Williams. Reviews the history of clay roofing tiles and describes many types and shapes of historic tiles, as well as their method of attachment. Provides general guidance for historic property owners on how to plan and carry out a project involving the repair and selected replacement of historic clay roofing tiles. 1992.
31. Mothballing Historic Buildings. Sharon C. Park, AIA. Describes process of protecting a deteriorating historic building from weather as well as vandalism when funds are not currently available to begin a preservation, rehabilitation, or restoration project. 1993.
32. Making Historic Properties Accessible. Thomas C. Jester and Sharon C. Park, AIA. Introduces the complex issue of providing accessibility at historic properties, and underscores the need to balance accessibility and historic preservation. Provides guidance and many examples of successful projects. 1993.
33. The Preservation and Repair of Stained and Leaded Glass. Neal A. Vogel and Rolf Achilles. Gives a short history of stained and leaded glass in America. Surveys basic preservation and documentation issues and addresses common causes of deterioration and presents protection, repair, and restoration options. Updated 2007. *GPO stock number 024-005-01254-1*
34. Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament. Jonathan Thornton and William Adair, FAAR. Describes the history, appearance, and characteristics of this uniquely pliable material. Provides guidance on identifying compo and suggests appropriate treatments, depending upon whether the project goal is preservation or restoration. 1994.
35. Understanding Old Buildings: The Process of Architectural Investigation. Travis C. McDonald, Jr. Explains architectural investigation as the critical first step in planning an appropriate treatment. Addresses the investigative process of understanding how a building has changed over time and assessing levels of deterioration. 1994. *GPO stock number 024-005-01143-9*
36. Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes. Charles A. Birnbaum, ASLA. Describes types of cultural landscapes. Provides a step-by-step process for preserving historic designed and vernacular landscapes to ensure a successful balance between historic preservation and change. 1994.
37. Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing. Sharon C. Park, AIA, and Douglas C. Hicks. Under

revision to reflect current Federal laws and regulations concerning lead-based paint.

38. Removing Graffiti from Historic Masonry. Martin E. Weaver. Focuses on cleaning methods to remove surface-applied graffiti without damaging historic masonry. Includes tips for successful graffiti removal, a discussion of barrier coatings, and useful charts designed to guide the graffiti-removal process. 1995.
39. Holding the Line: Controlling Unwanted Moisture in Historic Buildings. Sharon C. Park, AIA. Outlines a way to diagnose moisture problems and choose remedial treatments. Provides guidance on managing moisture deterioration, repairing and maintaining historic building materials, and correcting common problem areas. Includes charts on types of diagnostic tools, recommended treatments and treatments that should always be avoided. 1996. *GPO stock number 024-005-01168-4*
40. Preserving Historic Ceramic Tile Floors. Anne E. Grimmer and Kimberly A. Konrad. Summarizes the historical use of glazed and unglazed ceramic flooring tiles and describes different types of tiles. Provides guidance for maintaining and preserving historic ceramic tile flooring, on cleaning treatments, and on protective and code-required, slip resistant coatings. Also contains information on various repair options, as well as the selective replacement of damaged tiles. 1996.
41. The Seismic Rehabilitation of Historic Buildings. Antonio Aguilar. Discusses the issues of protecting historic buildings from earthquake damage. Describes approaches to seismic retrofit that make a building safe without destroying significant historic materials. Provides guidance on the extent of strengthening to consider, design approaches, and the visual impact of these changes. 2016. *GPO stock number 024-005-01322-9*
42. The Maintenance, Repair, and Replacement of Historic Cast Stone. Richard Pieper. Provides a brief history of the manufacture and use of cast stone. Discusses the causes of its deterioration, repairable conditions, and methods of repair. Addresses the replication and replacement of historic cast stone installations, and the use of cast stone as a substitute replacement material for natural stone. 2001. *GPO stock number 024-005-01190-1*
43. The Preparation and Use of Historic Structure Reports. Deborah Slaton. Defines the historic structure report and provides a historical overview of its use. Outlines an entire procedure for preparing a report, taking a team approach. 2004. *GPO stock number 024-005-01191-9*
44. The Use of Awnings on Historic Buildings: Repair, Replacement and New Design. Chad Randl. Provides a historic overview of the practical and aesthetic use of various types of awnings. Presents guidance for their maintenance, preservation, and repair. Discusses the circumstances under which awning replacement is appropriate and how to achieve a compatible design for new awnings on historic buildings. 2004. *GPO stock number 024-005-01222-2*
45. Preserving Historic Wooden Porches. Aleca Sullivan and John Leeke. Explains how to assess the condition of historic porches. Provides detailed procedures for proper maintenance and repair, and includes measures to address code issues. Provides a range of information from the selection of materials to guidance on contemporary alterations. 2006. *GPO stock number 024-005-01240-1*
46. The Preservation and Reuse of Historic Gas Stations. Chad Randl. Provides guidance on assessing the significance of historic gas stations and provides information on their maintenance and repair. Describes appropriate rehabilitation treatments, including conversions for new functions when the historic use is no longer feasible. 2008. *GPO stock number 024-005-01264-8*
47. Maintaining the Exterior of Small and Medium Size Historic Buildings. Sharon Park, FAIA. Discusses the benefits of regular inspection, monitoring, and seasonal maintenance work for historic buildings. Provides guidance on maintenance treatments for historic building exteriors. 2006. *GPO stock number 024-005-01252-4*
48. Preserving Grave Markers in Historic Cemeteries. Mary F. Striegel, Frances Gale, Jason Church, and Debbie Dietrich-Smith. Describes grave marker materials and the risk factors that contribute to their decay. provides guidance for assessing their

condition, and discusses maintenance programs and various preservation treatments. 2016.*GPO stock number 024-005-01328-8*

49. Historic Decorative Metal Ceilings and Walls: Use, Repair, and Replacement. Kaaren R. Staveteig. Discusses the history and manufacturing of decorative metal for ceiling and wall applications; provides information on paint removal, maintenance, and repair; and includes guidance on replacement. 2017. *GPO stock number 024-005-01330-0*
50. Lightning Protection for Historic Structures. Charles E. Fisher. Describes the history and components of traditional lightning protection systems; discusses inspection, evaluation, and maintenance of systems; and provides guidance on the repair of systems and the installation of new systems. 2017. *GPO stock number 024-005-01341-5*
51. Building Codes for Historic and Existing Buildings: Planning and Maximizing their Application. Discusses how to meet the goals of building codes while preserving or minimizing alterations to the character-defining features, spaces, materials, and finishes of historic buildings; provides guidance for selecting the optimal code compliance method and suggests best practices for achieving code-compliant solutions that also allow for the preservation of a building’s historic character. Marilyn E. Kaplan, Architect, FAPT. 2024.

APPENDIX 4: Historic Preservation Information and Contacts

Megan Duvall, Historic Preservation Officer
City Hall, Third Floor
808 W Spokane Falls Boulevard
Spokane, Washington 99201
Phone: (509) 625-6543
Fax: (509) 625-6013
Email: mduvall@spokanecity.org

Logan Camporeale, Historic Preservation Specialist
City/County of Spokane
808 W Spokane Falls Boulevard
Phone: (509) 625-6634
Spokane, WA 99201-3329
Email: lcamporeale@spokanecity.org

Local Resources:

- Spokane City/County Historic Preservation Office
- Northwest Museum of Arts & Culture (MAC)
- Spokane Valley Heritage Museum
- Spokane County Official Website
- Spokane Preservation Advocates
- Spokane Public Library – Northwest Room

Statewide and National Historic Preservation Organizations:

- National Trust for Historic Preservation
- Washington State Department of Archaeology and Historic Preservation (DAHP)
    - Certified Local Government Program
- Washington Trust for Historic Preservation
    - Washington Trust Consultant Directory
- National Main Street Program
- Washington State Digital Archives
-

National Park Service Links:

- National Register of Historic Places
- Secretary of the Interior's Standards for Rehabilitation
- Historic Preservation Briefs
- Technical Preservation Services
- Federal Tax Credit Incentives

Cannon Hill Park Historic District
Nomination Document

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Historic Name of Property: Cannon Hill Park Addition
And/Or Common Name: Cannon Hill Park Historic District

2. Location

Street & Number: Enter street address
City, State, Zip Code: Enter city, state and zip code
Parcel Number: Enter parcel number

3. Classification

Category	Ownership	Status	Present Use	
☐building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object				
X district	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: various
Street & Number: Enter property owner's street address
City, State, Zip Code: Enter property owner's city, state and zip code
Telephone Number/E-mail: Enter property owner's telephone number and email

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: An Historic Property Inventory of Selected Properties Within the Cannon Hill Park Addition, Spokane County, WA
Date: 2008 ☐Federal ☐State ☐County ☒Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☐unaltered
	☐good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☐original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☐C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	Enter acreage of property
Verbal Boundary Description:	The boundary of the district is from Lincoln Street on the west and Bernard Street on the east, the lots on the south side of W. 21st Avenue and lots on the south side of 19th Avenue, lots on the south side of 18th Avenue, and lots on the north side of 18th Avenue.
Verbal Boundary Justification:	Boundary justification provided in Section 7 page 17.

11. Form Prepared By

Name and Title: Betsy H. Bradley, Ph.D. Historian
Organization: representing a group of residents
Street, City, State, Zip Code: 417 W 20th Avenue, Spokane, WA 99203
Telephone Number: 509.822.0300

E-mail Address: betsy.bradley1@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

City Clerk Assistant City Attorney

Section 7: Description

The area in the Cannon Hill Park Historic District (CHPHD) (Fig. 1) includes most of the plat for the Cannon Hill Park Addition (CHPA) laid out in 1909. It encompasses the residential area that surrounds Cannon Hill Park and is bounded on the east and west by Bernard and Lincoln streets. The lots on the south side of W. 21st Avenue form its southern boundary; the northern boundary includes houses on the south side of W. 18th Avenue as well as the lots on the north side of 18th that directly face the park, and on the south side of W. 19th Avenue. The St. Augustine Parish purchased a block originally part of the CHPA in 1914. This non-residential use separated it from the residential neighborhood, and it is excluded from the district. 191 residential properties, which technically include 193 parcels, comprise the district. While the Cannon Hill Park Addition originally extended further to the south, the Arthur D. Jones Company (Jones Co) marketed its southern portion – 22nd to 25th avenues – as the Highlands of Cannon Hill Park. Since this area has a related but slightly different historic identity, it is not included in the district.[1]

The CHPHD is several blocks south of the basalt cliffs adjacent to Cliff Drive that form one of the edges of South Hill above downtown Spokane. An advertisement noted that it was 500 feet above downtown's Riverside Avenue.[2] It has a gently rolling topography with some steep grades on the north and east portions, including the W. 19th Avenue hill between S. Sherman and Bernard streets and the hill on W. 21st Street between S. Howard and S. Bernard streets. The avenues gain elevation as they move to the south.[3] The extent to which the Jones Co. team altered the topography during the regrading of the area is unknown. The residential blocks surround Cannon Hill Park, which was the site of a brickyard quarry. A newspaper story noted that some 150 laborers were completing significant cutting and filling of the land and had moved thousands of cubic yards of earth, "preserving and enhancing all the natural wild beauty of the landscape by fitting it into a setting of winding streets, driveways, and boulevards."[4] This work included grading the lots surrounding Cannon Hill Park as "an amphitheater of view lots rising on three sides around a sunken lake."[5] The resulting landscape has become naturalized over time with mature plantings and many of the street trees planted in 1909 still remain.

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[1] "Sale Opens Tomorrow, Highlands of Cannon Hill Park" *Spokane Chronicle* 30 September 1911. About half of the 164 lots were placed on the market at this time, This closely related area could be included in a larger or separate historic district as it bears the marks of the Arthur D. Jones & Co. vision for the addition.
[2] "Sale Opens Today, Highlands of Cannon Hill Park" *Spokesman Review* 1 October 1911.
[3] HOLC description of area 1938. Mapping Inequality website: https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area descriptions/A7#loc=12/47.668/-117.3898.
[4] "Developing Cannon Hill Park as High-Class Residence District" *Spokesman Review* 20 Jun3 1909, pp. Part 4, p. 1.
[5] Ibid.

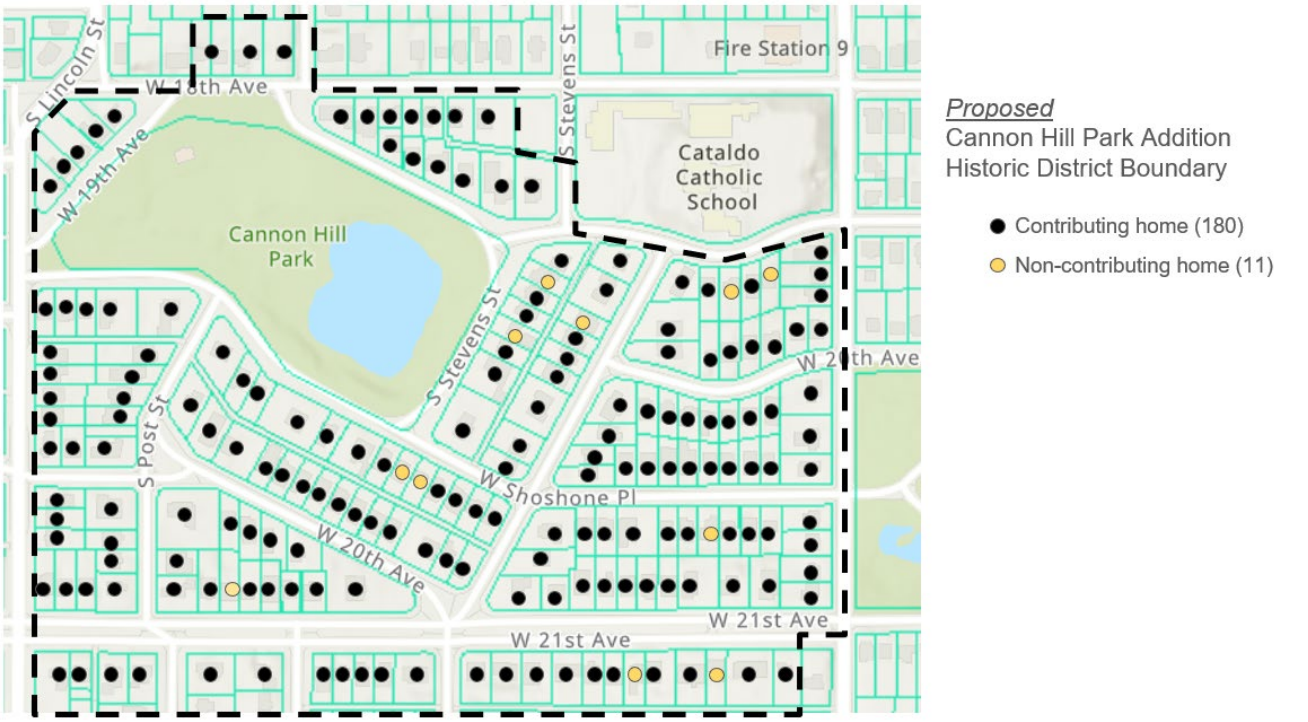


Fig. 1. Cannon Hill Park Historic District boundary, based on the original plat and dominance of Cannon Hill Park. Black dots indicate the 180 contributing properties; yellow dots indicate 11 non-contributing properties.

Landscape Characteristics

The CHPHD is a designed landscape with both the framework and many elements designed and implemented by two related development companies, the Arthur D. Jones & Company (Jones Co.) and Cannon Hill Company. Arthur D. Jones oversaw both entities as president.

Jones and his team established a residential area with streets determined by the irregular form of Cannon Hill Park. Particularly between Cannon Hill Park and Manito Park, the street layout is a variation on the standard grid of streets west of S. Bernard Street. The plan for the plat was based on the form of the park, accessed by "driveways" (Fig. 2).[6] This arrangement allowed the Jones Co. to state that these lots "front directly on the park instead of on a street."[7] Later, the street names adjacent to the park were extended to these drives.

To meet the desire to have lots directly facing the park, developers created alleys for rear access to these lots on three sides of the park. This decision created the need for a street – S. Oneida Place –

[6] The park was described as surrounded by a single "driveway." "Convert Rugged Hillside into High-Class Residential District," *The Spokesman-Review* 17 October 1909, p. 1.
[7] Arthur D. Jones Company advertisement, *The Spokesman-Review* 7 March 1909.

between the park and S. Bernard Street. This street, in turn, is the reason for the one-block-long W. 20th Avenue between Bernard Street and S. Oneida Place. The similar curved forms of W. 19th and W. 20th avenues just west of Bernard may have been inspired by the grade, curved drives around the park, or perhaps the picturesque, curving streets of the Rockwood neighborhood further to the east. The location of W. 21st Avenue adheres to the regular grid of streets to the east and west of the addition, and hence the need for Shoshone Place between 20th and 21st avenues. In a similar manner, the long dog-leg shaped block facing the south edge of Cannon Hill Park disrupted the east-west grid of avenues and W. 20th Avenue on the south side of that block is separated from its portion to the east (see Fig. 2). When presented with this plat, the Spokane City Council approved it, noting that due to the "broken condition" of the land, it would be hard to change for the better.[8]

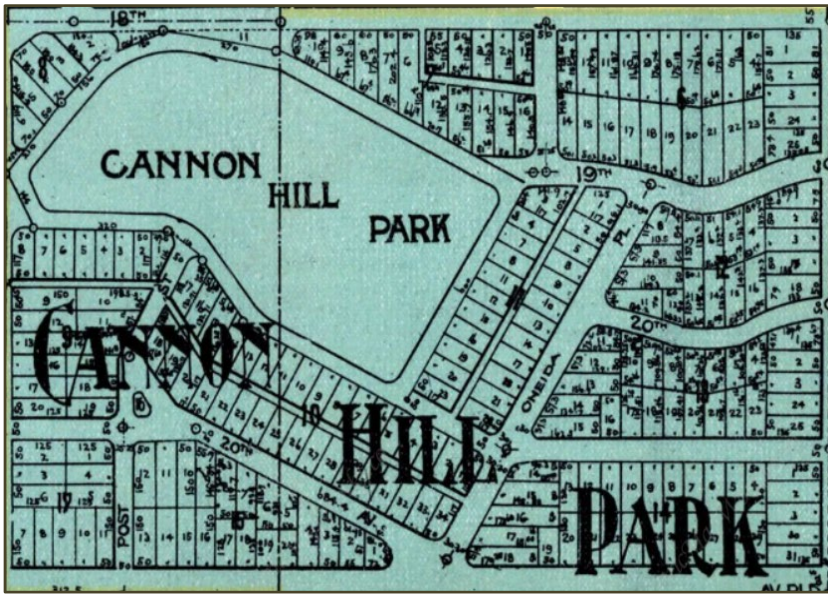


Fig. 2., *Spokane County* 1912. Geo A. Ogle. P.52.

The Olmsted Brothers Plan for Spokane parks included a system of boulevards to connect parks and extend through residential areas. The plan included W. 21st Avenue, from S. Bernard Street to S. High Drive at the edge of the bluff. Although this boulevard runs one block south of Cannon Hill Park, Jones Co. promotional material described it as connecting this park to the overall system, also stating that it would be the "finest street on Cannon Hill" with its wide tree lawns (parking strips) and central lawn, planted with shade trees.[9]

The topography between the parks has grade changes but does not include many of the outcroppings of basalt that are seen throughout the South Hill. Retaining walls edge properties where the lot is above that of the street and sidewalk, specifically just west of Bernard on W. 21st Avenue. Broad paving characterizes the complex intersection of W. 21st Avenue, W. 20th Avenue and S. Oneida Place. In contrast, a curbed lawn area fills some of the space at the obtuse angle of W. 20th Avenue and Post Street (Fig. 3).

[8] "Cannon Hill Park Plat Accepted," *Spokane Press* 10 March 1909.
[9] Arthur D. Jones Company advertisement, *The Spokesman-Review* 7 March 1909.

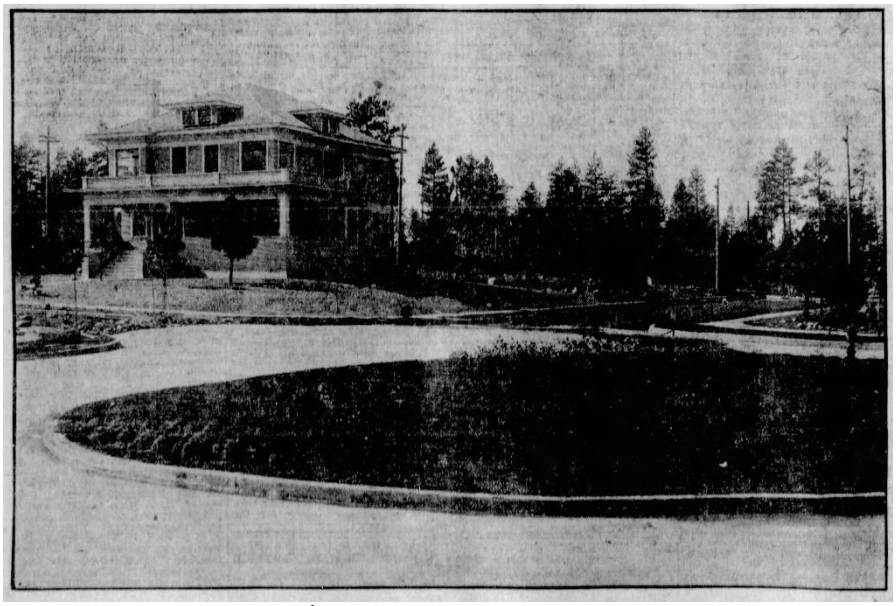


Fig. 3. Intersection of W. 20th Avenue and Post Street. Source: Arthur D. Jones & Co. advertisement, *The Spokesman-Review* 16 October 1910.

A consistently planted canopy of trees on "parking strips," the grassy area between the street and public sidewalk referred to as tree lawns, and on the boulevards extended the park-like setting throughout the addition. Early descriptions of the CHPA note that identical five-year-old shade trees would line every street, the W. 21st Avenue boulevard, and the Cannon Hill Park perimeter driveways. An advertisement mused "Can you imagine any more beautiful effect than the streets of Cannon Hill Park [Addition] will give when completed?" and noted there would be miles and miles of the same beautiful shade tree."[10] Advertisements referred to two species: European sycamore and sycamore maple. The Jones Co. stated it planned to plant five-year-old trees.

It appears that this plan was adjusted at the time of first plantings, and when the original trees did not survive, substitutions were made. The City of Spokane Urban Forestry department mapped the street trees in the CHP Historic District for this project in early 2025 (Fig. 4). London Plane trees, platanus x acerifolia, comprise 47 percent of the street trees in the district with 271 trees. The American Sycamore, Platanus occidentalis, looks very similar to the London plane, with differences in under bark color, leaves and seeds. As the map shows, these trees stands in the parking strips, or tree lawns, on the opposite sides of the street and provide arching arboreal canopies over the narrow residential streets. At a distant second, just under 10 percent of the street trees at 56 specimens, are Norway maples, acer platanoides. The other groups of street trees with over ten examples are red oak, quercus rubra, 51; ponderosa pine, pinus ponderosa, 48; littleaf linden, tilia cordata, 34. The intent of the evenly spaced street trees that would grow to shade the streets, sidewalks and lawns was realized, if not through the monoculture described by Jones & Co.

[10] Arthur D. Jones advertisement, *Spokesman Review* 25 July 1909.

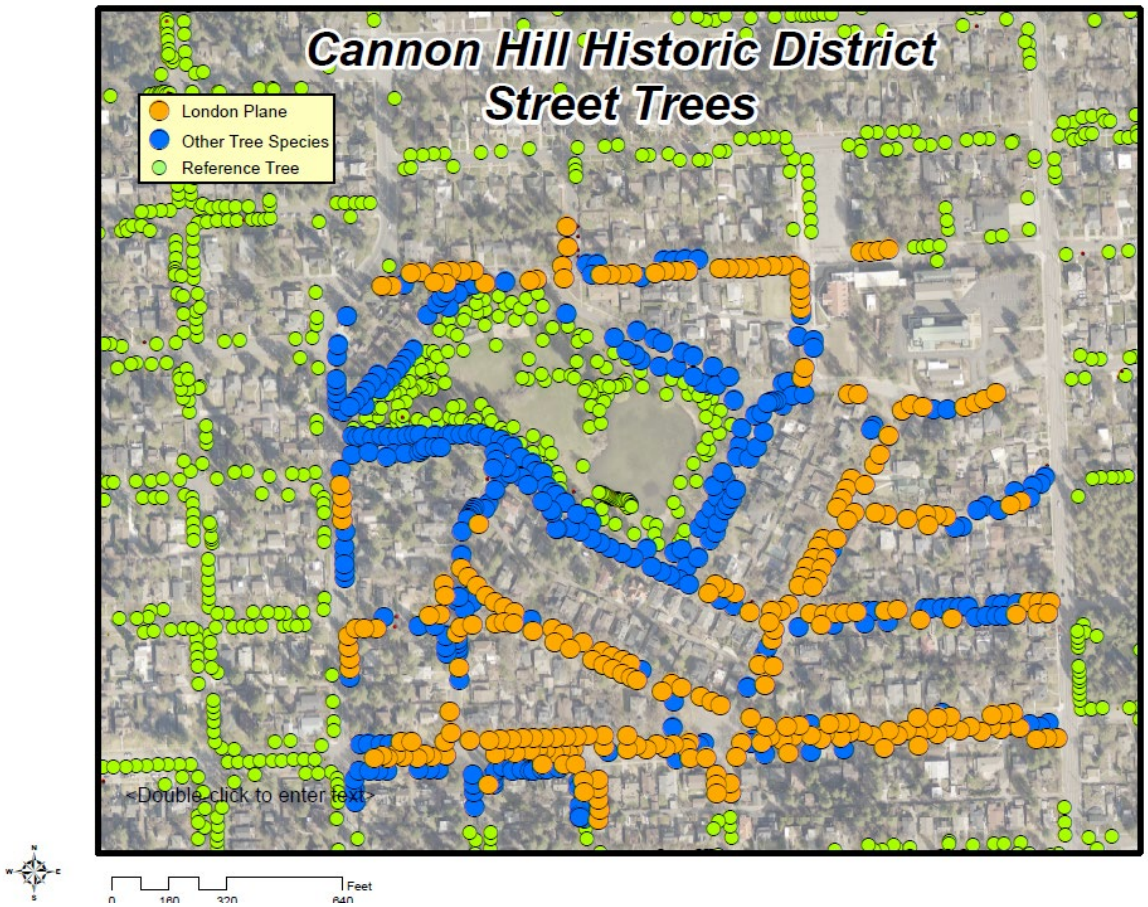


Fig. 4. Map of street trees in the Cannon Hill Park Historic District.
Source: City of Spokane Urban Forestry Department

The Jones Co. planted the beginnings of what has become an urban forest on the 21st Avenue boulevard. The company planted London planes tree, a tree that sheds its bark and has leaves similar to maple tree leaves carried by a sculptural branch pattern. Norway maples and horse chestnuts have been added to the trees on the boulevards. These and some linden, red oak, and other species have been planted on the tree lawns.[11]

The basic lot size had a 50-foot frontage and consisted of one-eighth of an acre, but the deed restrictions required the purchase of two lots on each corner. A similar requirement existed initially for double lots facing W. 21st Avenue and Cannon Hill Park. The Jones Co. promotional material referred to these as "view lots." Builders adhered to these requirements mostly during the initial period of building. While these "restrictions" presented an ideal mix of prominent houses joined by

[11] John K. Woodwell, "Spokane, Washington, West 21st Avenue, Bernard to Lincoln Street: A Boulevard Walking Tour" (The author, 2010 or 2020).

more modest ones, the platted lots became building parcels of various sizes, including instances of three lots divided into two parcels. Over time, the restrictions were disregarded.

Residential landscaping is varied, but as Jones's team envisioned, broad swaths of lawn extend from house façade to house façade across the street and from side to side, uninterrupted in most cases by fencing or planting. Paving has been limited and does not encroach on lawns as curved drives or as off-street parking areas.

Mature ornamental shade trees have been planted in front yards and back yards are shaded with trees as well. Stands of arbor vitae edge some side and rear yards to provide privacy. Foundation plantings are common and varied.

A Residential District

The CHPHD is a neighborhood of single-family residences, most of which were erected between 1909 and 1958. The dwellings vary in size, building type, use of building materials, and style, even as they adhere to similar setbacks and scales of building mass to lot size. The use of a limited range of building materials and a similar quality of design and materials unites them in streetscapes that express both cohesion and variety. Four common house forms dominate the district (Table 1).

Table 1: Most common house types, contributing properties

House Form	Years constructed	Number in District
Bungalow	1909 -1924	57
Cottage	1921-1947	52
Residence	1909 -1953	69
Ranch	1948 -1958	11

Bungalow. The bungalow is a one- or one-and-one-half story dwelling with a full or partial porch across its façade. Modest versions have a single gabled roof with the gable face framing the façade. Larger and more stylish bungalows may have several gables as part of a complex roofline, have raised stone foundations or have prominent, broad porches. Many bungalow rooflines have exposed rafter tails and braces under overhanging eaves. The bungalow form varies considerably in size, from quite modest to larger footprints that require two lots.

52 bungalows stand in the district.

Cottage. Cottage was a common term for a modest less-than-two-story dwelling that came into common use during the 1920s. Unlike bungalows, cottages do not have prominent front porches. A simple stoop or covered entrance suffices in most cases. Cottages might have a rectangular or irregular footprint. They are likely to be wood-framed and clad with brick veneer or wood siding. Some cottages are quite plain and were modestly priced, others were more mid-range in style and

cost. Cottages with an irregular form and clad with brick veneer were commonly built during the 1920s and 1930s.

58 cottages stand in the district.

Residence. The term residence is used to denote a two-story or more house. Residences built during the 1910s and early 1920s are often substantial in scale and usually have a stylish, picturesque presence in the streetscape. Residences in the district exhibit various styles, from various Craftsman and English expressions to more staid Colonial Revival ones. Plainer Minimal Traditional two-story dwellings are also residences.

68 residences stand in the district.

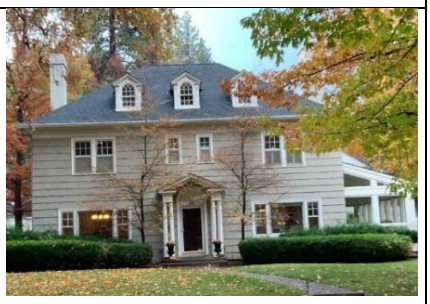
Ranch House. Ranch house is a collective term for houses with all of the main rooms on one floor. Due to the topography of the district, some ranch houses have exposed basements on the downhill side. Elongated rectangular footprints of these houses became more pronounced as the post-World War II period of construction continued. Ranch houses in the district are Minimal Traditional in expression.

11 one-story ranch houses stand in the district.

House types and architectural styles were mixed and combined in various ways during the first half of the twentieth century. There are examples of bungalows, cottages and residences that are so plain no style has been assigned. These versions of common house types met the demand for affordable and modest housing over the years and contrast with more defined and detailed styles. Additional common house types were also built. For instance, the Foursquare house at 1919 S. Oneida (1921) is constructed of concrete. Several architectural styles are dominant in the district, used on both bungalows and cottages, as well as residences. Table 2 presents the most commonly-used architectural styles and how they were combined with the most common house types. Additional styles are also present and add variety and picturesqueness to the district’s residential streets and landscapes.

Table 2. Common House Types and Architectural Styles in the CHPHD

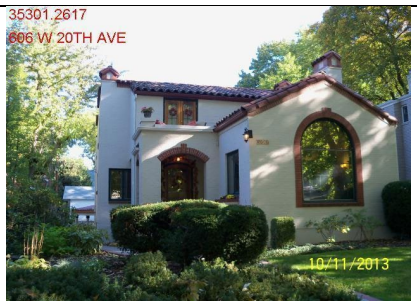
Style	Bungalow/Cottage/Ranch form	Residence form
Craftsman or English 64 houses express this style. Timeframe: 1909-1924 Picturesque expression in house design was similar for larger residences and smaller bungalows. The larger houses were referred to as English and the bungalows were not assigned a style in news reports about construction in the district. We now consider them to be Craftsman. Both expressions used a variety of materials and a picturesque, or irregular and nonsymmetrical, combination of elements. From a cut basalt raised basement to porches and balconies, and capped with large, accented dormers projecting from a cross-gabled roof, dwellings in this style are rich with varied forms and elements. Exterior cladding includes brick, wood siding, stucco and half timbering.	 **Craftsman Bungalow** While some bungalows are simple wood-framed and clad buildings, or brick sheathed, others with a mix of materials and exhibit a level of detail we now know as Craftsman Bungalows. 43 were built between 1911 and 1924. At the time they were built, Californian and Japanese influences were noted.	 **Craftsman/English Residence** 20 substantial two-story residences referred to at the time of construction as English were built between 1909 and 1924.
English 41 houses express this style. Timeframe: 1922-1940 This style draws on substantial English cottages that often have steeply-pitched roofs, front-facing gables, gabled entrances,	 **English Cottage**	 **English Residence**

and a variety of detailed elements. Another picturesque expression, there is a great deal of variety in exterior materials and roof forms. Brick is the usual exterior material. Spokane newspapers used "English" to refer to a variety of houses built during the 1920s and 1930s.	Builders as developers erected English cottages throughout Spokane. 34 stand in the district. The English Cottage offered a modest, one-and-one-half story usually brick house, an eye-catching entry with a steeply pitched roof, and perhaps a fireplace and chimney, features of more substantial houses.	English is the best term to describe a set of 8 brick residences built in the district between 1922-1935. They are substantial two-story houses built of brick or stucco. They share a prominent tall, steeply-pitched gabled entry that is perpendicular to the side-gabled roof. They also are picturesque and have a number of elements that could include dormers, steeply-pitched roofs, and multi-pane windows.
Colonial Revival 19 dwellings express this style. Timeframe: 1911-1940, 14 during the 1920s and 1930s The Colonial Revival style houses built during the second quarter of the 20th century drew on boxy shapes, steeply-pitched side-gabled or hipped roofs and minimal detail, avoiding the classical elements of Georgian colonial styles. The restoration underway in Williamsburg, VA is considered to inspire one version of Colonial Revival. By the late 1930s it was among the most popular of the Colonial Revival styles.	  **Colonial Revival Cottage** The simple Cape Cod Revival style was one of the last house types of the American Colonial era to be revived as a building form. Its simple form with a central or side front door seemed more modern than overly detailed older houses. When the house had dormers, it was considered a Williamsburg Revival; 8 cottages of this type stand in the district.	 **Colonial Revival Residence** Three Colonial Revival residences stand on the east side of S. Oneida Place between Shoshone Place and W. 21st Avenue. They demonstrate the popularity of this style from 1919 to 1927 and 1936.

	The Cape Cod cottage was a common house form for Minimal Traditional houses built after World War II.	
Dutch Colonial Revival: 5 residences express this style. Timeframe: 1913-1924 The Dutch Colonial Revival expression had been popular before houses were first built in the CHPHD in 1909. A side gambrel – two-slope – roof style is the signature element of this style. The facades are symmetrical and often dormers increased the light in the half upper story.		
Swiss Chalet Revival: 2 houses express this style. Others show influence. Timeframe: ca. 1912 The Swiss Chalet Revival style is another picturesque expression that was popular during the 1910s, as the Great Northern Railway built Swiss Chalet hotels in Glacier National Park. A low-pitched gable-front framed façade might have a balcony and overhangs. Houses often feature second-story porches or balconies with flat, cut-out balustrade and trim.	 Craftsman Bungalow with Swiss Chalet influence	

European Revival/ Eclectic Styles
19 houses express this style.
Time Frame: 1909-1936

The picturesque revival styles included Spanish and French expressions during the 1920s and 1930s. Spanish, Mediterranean and Mission expressions used clay tile roofs, stucco cladding and shaped parapets.
The French Eclectic style is rectangular in plan and symmetrical in design and is at least one-and-a-half stories in height. Hipped roofs and dormers are common.



Mission Revival Cottage


French Eclectic Residence



Eclectic Residence

Minimal Traditional
28 dwellings express this style.
Timeframe: 1939-1954

The Minimal Traditional expression is a subtype of the Modern style that was common for modest single-family cottages, residences and then dominated the appearance of ranch and split-level houses.
Most Minimal Traditional houses are rectangular in plan and have low-pitched roofs. These houses often have few architectural elements and often do not have porches.









Popular Houses and Styles

General contractors and builders acting as speculative developers made the design decisions about most of the houses erected in the CHPHD. These builders had an impact on the character of the residential building in the CHPHD in the first years, from 1909 to 1912, particularly with the English residences (Fig. 5).



420 W. 20th Avenue



421 W. 19th Avenue



728 W. 20th Avenue



445 W. 21st Avenue

Fig. 5. Residences considered English when built and known now as Craftsman.

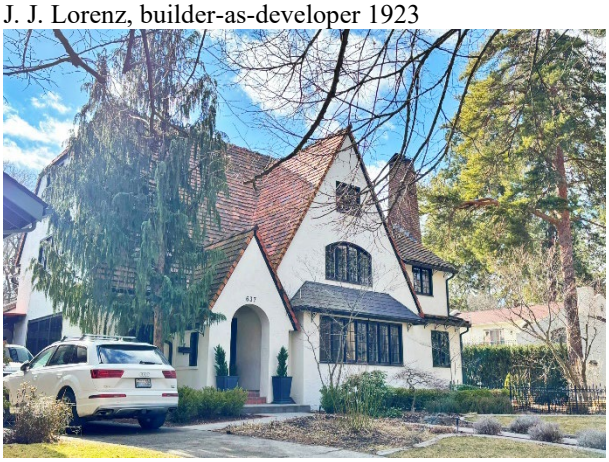
The builder-as-developer J. J. Lohrenz built the first of eight English residences in 1923 on the south side of Cannon Hill Park. Three additional houses, two with architects of record, followed. The last one was completed nearly a decade after the first one, suggesting an enduring appeal of the projecting narrow gabled form on the façade (Fig. 6).



737 W Shoshone
J. J. Lorenz, builder-as-developer 1923



2021 S. Stevens
Whitehouse & Price 1925



637 W. Shoshone Place
Frederick Westcott 1925



405 W. 20th Avenue
Sam Christian, builder-as-developer 1932

Fig. 6. English Residences with prominent front gables.

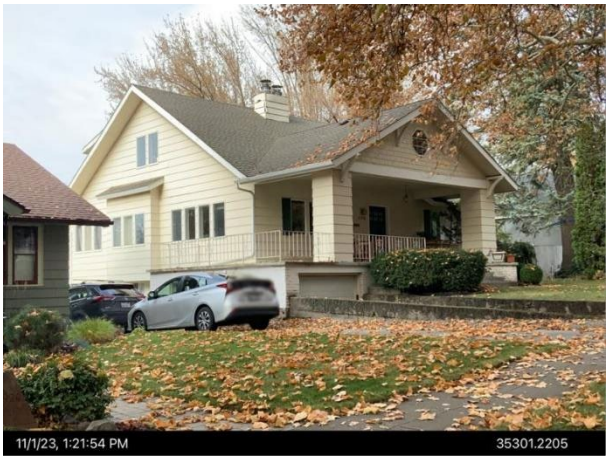
Bungalows introduced and popularized the concept of a good, small house for home buyers with cost on their minds. A newspaper article described one bungalow as finished with high-grade materials specifically to lure apartment dwellers to become homeowners.[12] Many families wanted houses that they could easily take care of themselves, but still wanted gracious rooms for entertaining. Architectural detailing ranged significantly in extent and quality and advertising and news stories did not necessarily preview the extent of interior design elements. (Fig. 7).



428 W. 20TH Avenue 1910



633 W. Shoshone Place 1924



1918 S. Oneida Place 1914



1905 S. Lincoln Street 1911

Fig. 7. Bungalows in the district.

[12] "In One Addition $100,000 in Homes," *The Spokesman-Review* 21 May 1911.

Where the bungalow opened the door, the cottage followed. The cottage's different appearance, after several decades of bungalow construction, was likely part of its appeal. Many of the houses were clad in brick veneer, often using close shades of orange brick and in the mottled, "tapestry brick" that provided depth of color. Others are clad in wood and a few in stucco. A covered stoop replaced front porches and outdoor activities moved to the rear patio and lawn. Builders-as-developers recognized the good fit of the compact houses on single lots as well as the attainable cost of these houses (Fig. 8).



2020 S. Post Street 1930



805 W. 21st Avenue 1930



824 W. 19th Avenue 1931



816 W. 20th Avenue 1936

Fig. 8. Brick cottages in the district.

Newspaper items about house building and houses for sale in the larger Cannon Hill neighborhood seldom mention style during the 1930s and after. Noting the presence of Williamsburg-inspired colonial designs and French Colonial references were exceptions.[13]

[13] "Five Room House Pushed" *The Spokesman-Review* 8 Mar 1931; "Bit of Williamsburg, Va. Comes to Spokane," *The Spokesman-Review* 3 October 1937.

The modern appeal of what we call Minimal-Traditional styling includes its avoidance of historic elements of architecture: there were no balustrades, columns, entablatures or complex window configurations (Fig. 9). Doors and windows were simply framed and were surrounded by one exterior siding material. The Minimal Traditional simplicity replaced the complexity of the picturesque. Two car garages and picture windows were important; porches were absent.



2024 S. Bernard Street 1941



525 W 21st Avenue 1950



627 W. 21st Avenue 1958



628 W. 19th Avenue1954

Fig. 9. Minimal Traditional houses in the district.

Despite the relatively simple and standard forms for Minimal Traditional houses, the ones built in the CHPHD are as individual as earlier houses. A small number of builders-as-developers built pairs of houses, and sometimes the similarities are visible. For instance, Warren Throop used similar forms and materials to construct two ranch houses on W. 19th avenue.

The houses built after the end of the historic period of significance,1958, maintain the patterns of earlier house construction: set compatibly into the landscape and maintaining the house-to-lot-size pattern. Two of the houses, the neo-Victorian design at 451 W. 21st Avenue and the Swiss Chalet character of 804 W. 18th Avenue are exceptions to the general pattern of avoiding historic references. The other houses convey either common or unusual residential design of the time at which they were built. Architect Nancy C. McKennon designed a residence with atypical materials at 431 W.

Shoshone Place. Timothy Rundquist designed a distinctive house using local stone, curved forms, and windows framing views of the park in 1985.

Boundary Justification

The Canon Hill Park Historic District's boundaries are based on the original plat for the Cannon Hill Park Addition and include the northern portion related to the development of the Spokane city park system. Bernard and Lincoln Streets are the east and west boundaries of both the plat and the district. The northern boundary of the plat extends along W. 18th Avenue between Bernard and Wall and then includes a block and a half north of W. 18th Avenue between Wall Street and the parcels on the west side of Lincoln Street. The northern W. 17th Avenue extension of the plat is not included in the district because it does not have the historic street trees or park-like feeling of the rest of the plat and because it has its own distinct story; builder as developer A. J. Carr built most of the houses facing W. 17th Avenue between Wall and Lincoln and others nearby during the 1930s.

The CHPHD boundary also excludes the block sold for the St. Augustine Catholic Church and includes only the historic park-facing properties on the north side of 18th Avenue. The southern boundary of the district includes both sides of W. 21st Avenue boulevard, based on the boulevard's role in city park planning and the park-like feeling that is created in the area between the park and boulevard. This boundary includes four parcels in the small Clifton Highland plat on the south side of W. 21st Avenue between Wall and Lincoln streets to capture historic properties on both blockfaces of the boulevard.

The original plat extends south of W. 21st Avenue to W. 25th Avenue, between Bernard and Wall. The southern portion is not included in this district because it had a slightly different feeling being more distant from the park. This section is identified as the Highlands for the first time in 1911. References to the boundaries of the Highlands are vague; advertisements in the newspapers advised potential buyers to get off the streetcar line at W. 25th Avenue. The portion of the historic plat known as the Highlands has a similar and related identity to the area included in the CHPHD; it could be a future addition to the district with some added context or the Highlands could be formed as a distinct district.

Summary

The designed landscape of the Cannon Hill Park Addition was inclusive – from the street plan, streets, sidewalks and tree lawns – to the pattern of shade trees, as well as the elements of the 21st Avenue boulevard. It maintains continuity in the overall appearance and experience of the district. The houses reflect common house types and styles over the decades during which they were constructed, providing variety within the landscape. The historic patterns of building, the plan for the addition documented in deed restrictions for lot size and setbacks, and building with a range of medium-to-high quality materials makes the varied residences an important part of the residential landscape.

The Jones Co. likely did not anticipate that the CHPHD would be built out over several decades, nor imagine that builders-as-developers and property owners would be so willing to disregard the deed

mandates for lot sizes that were to govern the physical development of the neighborhood. Nevertheless, this is a common historical pattern in Spokane: plans for "high-class" residential areas fell by the wayside as neighborhoods were built out with a more varied and modest housing stock over time. During the 2020s, neighborhoods like the CHPHD are highly valued for what they became. Original expectations for large houses and "view lots" gave way to a democratization of desirable building locations in the city. This pattern led to greater residential density in the CHPHD, as numerous small houses, built with consistent quality design and materials, edged the park and boulevard and lined the tree-shaded streets. The CHPHD Historic District is a cohesive designed landscape that exhibits continuity with the unavoidable small and incremental aspects of change.

Parcel Number	Address	Historic Name	Year Built	Form and Style	Architect If any	Builder	Status	Photo
35302.3707	1918 S. Post	Goodspeed House	1909	“Spanish Mission” Bungalow		William Hankins	C	
35302.4001	703 W. 20TH	Neilson House	1909	Craftsman Bungalow		Undetermined	C	
35301.2509	441 W. Shoshone		1909	Craftsman/English Residence		C. T. Rathke	C	
35301.2209	2004 S. Oneida	Morris House	1909	Craftsman/English Residence		E. W. Larson	C	
35301.2412	2015 S. Oneida		1909	Craftsman/English Residence		M. L. Pershall	C	
35301.2308	1925 S. Oneida	Hall House	1909	Originally English Residence		E. W. Larson	C	
35301.2424	437 W 20TH		1909	Residence		Undetermined	C	
35301.2611	644 W. 20TH		1910	Craftsman Bungalow		C. B. Sanderson	C	

35302.3713	1919 S. Lincoln	Stutes House	1910	Craftsman Bungalow		E. W. Larson	C	
35301.231	428 W. 20TH		1910	Craftsman Bungalow		G. Bostrom	C	
35301.2422	418 W. Shoshone		1910	Craftsman Bungalow		Undetermined	C	
35301.2305	431 W. 19TH		1910	Craftsman Bungalow		M. L. Pershall	C	
35301.2407	433 W. 20TH	Pearson House	1910	Craftsman Bungalow		John E. Anderson	C	
35301.2616	614 W. 20TH		1910	Craftsman Residence		L. Searle	C	
35302.3814	728 W. 20TH		1910	Craftsman Residence		C. T. Rathke	C	
35302.4011	634 W. 21ST		1910	Craftsman/English Residence		Gus Bostrom	C	
35301.2311	420 W. 20TH		1910	Craftsman/English Residence		William Hankins	C	

35301.242	426 W. Shoshone	Cohen House	1910	Craftsman/English Residence		E.W. Larson	C SHR	
35301.2113	514 W. 19TH	Corbaly House	1910	Craftsman/English Residence		E. W. Larson	C	
35301.2518	458 W. 21ST		1910	Craftsman/English Residence		James Whitelaw	C	
35302.3712	1934 S. Post		1911	Bungalow		C. T. Rathke	C	
35301.253	437 W. Shoshone		1911	Bungalow		L. Searle	C	
35302.4101	2006 S. Post		1911	Colonial Revival Residence		C. T. Rathke	C	
35302.4003	715 W 20TH		1911	Craftsman Bungalow		P. E. Barrett	C	
35302.3812	704 W 20TH		1911	Craftsman Bungalow		F. R. Montfort	C	
35302.3706	1905 S. Lincoln	Brown House	1911	Craftsman Bungalow		John Thomas	C	

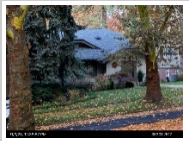
35301.2702	628 W. 21ST	Canfield House	1911	Craftsman Bungalow	Gus Bostrom	Gus Bostrom	SHR	
35304.081	517 W. 21ST		1911	Craftsman Residence		L. Searle	C	
35301.2612	636 W. 20TH		1911	Craftsman Bungalow		R. E. McHugh	C	
35301.2417	442 W. Shoshone		1911	Craftsman Bungalow	Franklin Manz	L. Larson	C	
35301.2421	422 W. Shoshone		1911	Craftsman Bungalow		G. Larson	C	
35301.2317	421 W. 19TH		1911	Craftsman Residence		O. G. Brubaker	C	
35301.2312	418 W. 20TH		1911	Craftsman Residence		G. Bostrom	C	
35302.3711	1928 S. Post	Taft House	1911	Craftsman/English Residence		William Hankins	C	
35302.371	1915 S. Lincoln		1911	Craftsman/English Residence		William Hankins	C	

35302.381	714 W. 20TH		1911	Craftsman/English Residence		Undetermined	C	
35302.3809	724 W. 20TH		1911	Craftsman/English Residence		C. T Rathke	C	
35301.2512	461 W. Shoshone		1911	Craftsman/English Residence		E. W. Larson	C	
35301.2603	611 W. Shoshone		1912	Craftsman Bungalow		J. I. Thomas	C	
35301.2527	438 W. 21ST		1912	Craftsman Bungalow	Franklin Manz	A. L. Doran	C	
35301.2525	418 W. 21ST		1912	Craftsman Bungalow	T. Magnuson	G. W. Pershall	C	
35301.2418	438 W. Shoshone		1912	Craftsman Bungalow	Franklin Manz	F. L. Montfort	C	
35301.252	448 W. 21ST	Alvis House	1912	Craftsman Residence with Swiss Chalet Influence	Franklin Manz	John Thomas, M. Endres	C SHR	
35304.0829	445 W. 21ST		1912	Swiss Chalet Bungalow		L. Searle	C	

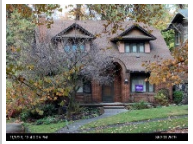
35302.4004	725 W. 20TH	Porter House	1913	Eclectic Residence	Frank G. Hutchinson	G. Bostrom	C SHR	
35302.3811	708 W. 20TH		1913	Craftsman Bungalow		S. M. Ruble	C	
35302.401	702 W. 21ST	Ritter House	1913	Craftsman Bungalow		Gus Bostrom	C SHR	
35301.2212	2008 S. Oneida		1913	Craftsman Bungalow	Cutter & Malmgren	N. M. Selander	C	
35302.3813	711 W. Shoshone	Clark House	1913	Dutch Colonial Revival Residence	Keith & Whitehouse	N. Skow	C	
35301.251	451 W. Shoshone	Lloyd House	1913	Craftsman Bungalow with Spanish Mission influence		E. W. Larson	C SHR	
35301.2416	448 W. Shoshone		1914	Craftsman Bungalow with Swiss Chalet influence		G. C. Gorsuch	C	
35301.2521	444 W. 21ST		1914	Craftsman/English Residence		Undetermined	C	
35301.2701	626 W. 21ST	Lundquist House	1914	“American” Residence	Earl Morrison	A. L. Lundquist	C	

35301.2524	428 W. 21ST		1916	Swiss Chalet Bungalow		C. E. Feltis	C	
35302.3702	823 W. Shoshone		1917	Craftsman Bungalow		H. E. Brokaw	C	
35301.2414	452 W. Shoshone		1919	Bungalow		O. M. Lilliquist	C	
35301.2513	469 W. Shoshone	Wilson House	1919	Colonial Revival, Williamsburg Residence	Whitehouse & Price	Undetermined	C	
35301.2511	457 W. Shoshone		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.241	447 W. 20TH		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2419	432 W. Shoshone		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2604	617 W. Shoshone		1919	Craftsman Bungalow		Karl J. Berggren	C	
35301.2208	1924 S. Oneida		1920	Craftsman Bungalow		Undetermined	C	

35301.2425	443 W. 20TH		1920	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2102	519 W. 18TH	Brooke House	1921	Cottage with French Colonial Revival influence	Westcott & Gifford	Philip S. Brooke	C SHR	
35301.2615	622 W. 20TH		1921	Craftsman Bungalow		Roy E. Pehrson	C	
35302.4002	707 W. 20TH		1921	Craftsman Bungalow		R. P. Jones	C	
35302.4008	714 W. 21ST		1921	Bungalow		C. H. Bemis	NC	
35304.0702	611 W. 21ST		1921	Craftsman Bungalow		Undetermined	C	
35304.0808	503 W. 21ST		1921	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2405	423 W. 20TH		1921	Craftsman Bungalow		John Anderson	C	
35301.2103	523 W. 18TH		1921	Craftsman Bungalow		Ivan B. Royal	C	

35301.2517	502 W. 21ST		1921	Craftsman Cottage		Mrs. G. A. Pehrson	C	
35301.2605	623 W. Shoshone		1921	Dutch Colonial Revival Residence		Undetermined	NC	
35301.2307	1919 S. Oneida		1921	Foursquare Residence		Concrete Construction Co.	C	
35301.2104	603 W. 18TH		1922	Bungalow		W. D. Robbins	C	
35304.0809	507 W. 21ST		1922	Colonial Revival Residence		DeArmand	C	
35304.0703	617 W. 21ST	Rice House	1922	Craftsman Bungalow		J. Aurdal	C	
35301.2614	626 W. 20TH	Baker House	1922	Craftsman Bungalow		C. B. Sanderson	C	
35302.3708	1924 S. Post	Keedy House	1922	Craftsman Bungalow		H. C. Keedy	C	
35301.2606	627 W. Shoshone	Gibbon House	1922	Craftsman Bungalow		J. W. Forrest	NC	

35301.2505	421 W. Shoshone		1922	Dutch Colonial Revival Residence		A. H. Bruett	C	
35302.3701	807 W. Shoshone		1922	English Residence		B. J. Hebert	C	
35301.2506	427 W. Shoshone		1923	Colonial Revival Cottage		E. Buxton	C	
35302.2513	718 W. 18TH	Hammerlund House	1923	Colonial Revival Residence		K. J. Berggren	C	
35301.2404	417 W. 20TH		1923	Craftsman Bungalow		John D. Anderson	C	
35302.3805	737 W. Shoshone		1923	English Residence		J. J. Lohrenz	C	
35301.2207	1917 S. Stevens	Coe House	1924	Bungalow		Undetermined	C	
35303.021	825 W. 21ST		1924	Colonial Revival Residence		H. L. Acomb	C	
35301.2613	632 W. 20TH		1924	Craftsman Bungalow		David Carlson	C	

35301.2607	633 W. Shoshone		1924	Craftsman Bungalow		Karl J. Berggren	C	
35301.2519	452 W. 21ST		1924	Craftsman/English Residence		John E. Anderson	C	
35302.2519	714 W. 18TH		1924	Dutch Colonial Revival		Edward Hokanson	C	
35301.2107	604 W. 19TH		1924	Dutch Colonial Revival Residence		Leo H. Langhammer	C	
35301.261	703 W. Shoshone	Munsil House	1924	Eclectic Revival Cottage	Undetermined	Undetermined	C	
35301.2502	417 W. Shoshone		1925	Colonial Revival Residence		E. L. Frank	C	
35303.0212	819 W. 21ST		1925	English Cottage		Undetermined	C	
35301.2112	524 W. 19TH		1925	English Residence	Wells & Bertlesen	J. F. Telander	C	
35301.2629	637 W. Shoshone		1925	English Residence	F. Westcott	Undetermined	C	

35302.4105	2012 S. Post		1926	Cottage		O. F. Anderson	C	
35301.2221	2021 S. Stevens	Hawley House	1926	English Residence	Whitehouse & Price	Larson Bros.	C	
35301.2514	2049 S. Oneida	Robertson House	1927	Colonial Revival, Williamsburg Residence	Wells & Bertelsen	Peterson & Fielsted	C	
35302.3804	729 W. Shoshone		1927	English Cottage		H. C. Keedy	C	
35301.2406	427 W. 20TH		1927	English Cottage		L. C. Morsing	C	
35301.2703	643 W. 20TH		1927	English Cottage		J. J. Plumb	C	
35301.2206	1911 S. Stevens		1928	English Cottage		A. J. Carr	C	
35302.2605	1803 S. Lincoln		1929	Cottage		Donald McFarlane	C	
35302.4104	2011 S. Lincoln		1929	Cottage		Kaleb Anderson	C	

35302.4108	812 W. 21ST		1929	English Cottage		C. W. Erickson	C	
35301.2309	434 W. 20TH		1929	English Cottage		Otto Blomquist	C	
35303.0215	805 W. 21ST	Broderson House	1929	English Cottage		R. H. Payne	C	
35302.3715	816 W. 20TH		1930	English Cottage		L. H. Bump	C	
35302.4106	822 W. 21ST		1930	English Cottage		Kaleb Anderson	C	
35302.4109	2020 S. Post		1930	English Cottage		Andrew Olson	C	
35302.4007	718 W. 21ST		1930	English Cottage		Charles Nygren	C	
35304.0807	457 W. 21ST		1930	English Cottage		F. E. Walter	C	
35302.2603	818 W. 19TH		1930	English Cottage		J. J. Plumb	C	

35302.2602	812 W. 19TH		1930	English Cottage		J. J. Plumb	C	
35302.2601	803 W. 18TH		1930	English cottage	James M. Berkey	James M. Berkey	C	
35301.2601	603 W. Shoshone		1930	English Cottage		O. C. Stammerjohan	C	
35303.0214	811 W. 21ST		1930	English Residence		Harruff Bros.	C	
35304.0704	621 W. 21ST		1930	English Cottage		Kaleb Anderson	C	
35301.2202	1908 S. Oneida	Smith House	1931	Picturesque Cottage		M. Randolph Smith	C	
35301.2219	2034 S. Oneida		1931	English Cottage		L. H. Bump	C	
35301.2314	404 W. 20TH	Alstrom House	1931	English Cottage		Kaleb Anderson	C	
35302.2604	824 W. 19TH		1931	English cottage		J. J . Plumb	C	

35301.2203	1903 S. Stevens		1931	English Cottage		Kaleb Anderson	C	
35302.3709	1909 S. Lincoln		1931	English Cottage		R. A. Dunn	C	
35303.0101	707 W. 21ST		1931	English Cottage		W. C. Peelgren	C	
35301.2413	2021 S. Oneida		1931	English Cottage		M. H. Wickman	C	
35302.252	704 W. 18TH		1932	English Cottage		E. E. Andruss	C	
35302.4107	818 W. 21ST		1932	English Cottage		C. W. Erickson	C	
35301.243	405 W. 20TH	Croyle House	1932	English Cottage		Sam Christian	C	
35301.2415	2025 S. Oneida		1935	English Cottage		John E. Anderson	C	
35301.2213	2028 S. Oneida		1935	English Residence	Whitehouse & Price	Hazen & Clark	C	

35301.2515	2055 S. Oneida		1936	Colonial Revival Residence		M. Randolph Smith	C	
35301.2602	609 W. Shoshone		1936	Colonial Revival, Williamsburg Cottage		L. G. Wrather	C	
35302.3704	833 W. Shoshone		1936	Colonial Revival, Williamsburg Cottage		B. C. Newel	C	
35301.2313	410 W. 20TH		1936	English Cottage		Kaleb Anderson	C	
35302.3703	827 W. Shoshone		1936	French Eclectic Residence	Rigg & Vantyne	Hagen & Clark	C	
35301.2617	606 W. 20TH		1936	Mission Revival Cottage		John E. Anderson	C	
35301.2516	508 W. 21ST		1936	Regency Revival Residence	M. Randolph Smith	M. Randolph Smith	C	
35302.4006	726 W. 21ST		1937	Colonial Revival Residence		Gus J. Bouten	C	
35302.3803	723 W. Shoshone		1937	Colonial Revival Garrison Cottage		G. A. Carson	C	

35302.4009	708 W. 21ST		1937	Colonial Revival, Williamsburg Cottage		John Dostert	C	
35302.3714	822 W. 20TH		1937	English Cottage		Otto Stammerjohan	C	
35304.0802	411 W. 21ST	Warren House	1937	English Cottage		Ed Stammerjohan	C	
35302.3705	835 W. Shoshone	Peck House	1938	Colonial Revival Residence		L. M. Stair	C	
35301.2618	2058 S. Oneida		1938	Minimal Traditional Residence		E. D. Harriman and Howard Noble	C	
35301.2211	1927 S. Stevens		1939	Colonial Revival, Williamsburg, Cottage		M. H. Wickman	C	
35301.2107	608 W. 19TH	Kohlheep House	1939	English Cottage		Emma Johnson	C	
35301.2303	1916 S. Bernard		1939	Minimal Traditional Cottage		Kaleb Anderson	C	
35301.221	1925 S. Stevens		1940	Remodeled Colonial Revival, Williamsburg, Cottage		M. H. Wickman	NC	

35301.2109	614 W. 19TH		1940	English Cottage		I. W. St. John	C	
35301.2106	609 W.18TH		1940	English Cottage		Matt Remsing	C	
35302.411	802 W. 21ST		1941	Colonial Revival Residence		G. J. Bouten	C	
35301.2504	2016 S. Bernard		1941	Colonial Revival Cottage		Gus Bouten Const Co.	C	
35301.2108	611 W. 18TH		1941	Minimal Traditional Cottage		Frank J. Blackwell	C	
35301.2526	2024 S. Bernard	Clyde Millard House	1941	Minimal Traditional Cottage		Gus Bouten Const. Co	C	
35301.2114	504 W. 19TH	Dwinnel House	1941	Minimal Traditional Residence		Henry G. Mansur	C SHR	
35303.0109	717 W. 21ST		1942	Minimal Traditional Residence		C. Masters	C	
35301.2427	2008 S. Bernard		1942	Minimal Traditional Residence		Frank B. Jenkins	C	

35301.2423	410 W. Shoshone		1946	Minimal Traditional Cottage		N. R. Small	C	
35301.2503	2014 S Bernard		1946	Minimal Traditional Cottage		Undetermined	C	
35302.3806	1927 S. Post		1946	Minimal Traditional Residence		Undetermined	C	
35301.2501	2012 S. Bernard		1947	Minimal Traditional Cottage		Undetermined	C	
35302.3717	1944 S. Post		1948	Minimal Traditional Ranch		Gus Bouten Const. Co	C	
35301.2213	2018 S. Oneida		1949	Picturesque Residence		Paul Blomquist	C	
35301.2201	1902 S. Oneida		1950	Minimal Traditional Ranch		Jacob Schwartz	C	
35304.0812	531 W. 21ST		1950	Minimal Traditional Residence		W. E. McGourin	C	
35304.0811	525 W. 21ST		1950	Minimal Traditional Residence		W. E. McGourin	C	

35304.0803	423 W. 21ST		1951	Minimal Traditional Residence		W. E. McGourin	C	
35302.4103	2007 S. Lincoln		1952	Minimal Traditional Ranch		H. E. Nehrlich	C	
35302.4102	2003 S. Lincoln		1952	Minimal Traditional Ranch		H. E. Nehrlich	C	
35302.4005	2019 S. Post		1952	Minimal Traditional Residence		E. R. Spencer	C	
35301.2214	2003 S. Stevens		1953	Residence		Otto Blomquist	C	
35304.0701	607 W. 21ST		1953	Minimal Traditional Residence		Crescent Investment	C	
35301.2302	1914 S. Bernard		1954	Minimal Traditional Ranch House		John G. Boehm	C	
35301.2111	628 W. 19TH	Throop House	1954	Minimal Traditional Ranch House		Warren Throop	C	
35301.2110	620 W. 19TH		1954	Minimal Traditional Ranch House		Warren Throop	C	

35301.2301	403 W. 19TH		1954	Minimal Traditional Ranch House		John G. Boehm	C	
35301.2411	2003 S. Oneida		1954	Minimal Traditional Split Level		Guthrie Investments Inc.	C	
35304.0805	433 W. 21ST		1956	California Ranch House		Doerschlag & Svenson	C	
35304.0705	627 W. 21ST		1958	Minimal Traditional Ranch House		Frank M. Brown	C	
35301.2306	1907 S. Oneida		1958	Minimal Traditional Ranch House		T.C. Hughes	C	
35304.0804	429 W. 21ST		1966	Residence		Robert Dawson	NC	
35301.2205	1918 S. Oneida		1984	Craftsman Bungalow		Undetermined	NC	
35301.2204	1909 S. Stevens	Rundquist House	1985	Modernistic Cottage	Tim Rundquist	Undetermined	NC	
35301.2315	417 W. 19TH	Barr House	1993	Residence		Undetermined	NC	

35304.083	451 W. 21ST	Mayer House	1994	Neo-Eclectic Victorian Residence		Briar Hill Builders	NC	
35301.2318	425 W. 19TH		1994	Residence		Briar Hill Builders	NC	
35301.2529	431 W. Shoshone		1998	Residence	Nancy McKennon	Undetermined	NC	

Section 8: Statement of Significance and Narrative Evidence

Statement of Significance

The Cannon Hill Park Historic District[14] is significant in Spokane, Washington, as a designed and developer-shaped residential area. Created as the City of Spokane developed its overall park system, the neighborhood provided buyers an opportunity to reside in an extended park-like setting near two city parks, Manito and Cannon Hill.

The district is significant in the area of City Planning and Development and recognizes the influence of developers, including Arthur D. Jones, who oversaw CHPHD design decisions as president of both the Cannon Hill Co. and the Arthur D. Jones & Co. (Jones Co.) real estate firms. The CHPHD includes a city park and boulevard (both recommended by the 1908 Olmsted Plan for Spokane's park system), as well as the park-like landscape established in 1909-1910 that dominates and characterizes the entire neighborhood.

The Cannon Hill Co. proposed a plat that accommodated a city park and boulevard and, like other developers at the time, invested significantly in preparing the land for residential lots: regrading and laying sidewalks and curbs, installing water mains and a sewer system, and planting shade trees lining the streets. The Cannon Hill Co. used deed restrictions to prohibit the construction of apartment houses and commercial buildings. While similar plans were made for other residential neighborhoods, Jones's intentionality is well-documented and evident in the residential landscape. Following an initial wave of construction during the early 1910s, the CHPHD developed slowly over several decades. The varied residential building types and styles from the first period of development were common in Spokane and contribute to the vision Jones promoted for the neighborhood.

The extended period of CHPHD house construction is typical of Spokane after about 1910, when the availability of platted subdivisions outweighed stagnant population growth and outside influences impacted the economy. The initial CHPHD vision endured with one major modification: during the 1920s and 1930s builders substituted numerous modest well-designed houses for the substantial residences on double lots initially required at corner properties and facing Cannon Hill Park and the W. 21st Avenue boulevard. The prolonged development results in a continuum of residential design reflecting similar scale, relative cost, and extent of stylistic expression.

Today, the topography and shade tree canopy established by the Cannon Hill Co. still dominate the landscape and merge with the park and boulevard. Appreciation for these long-established shade trees has replaced the early emphasis on lots with views of the city or of Cannon Hill Park and its lake. In addition, the early emphasis on single-family home construction has endured and contributes to the character of the neighborhood.

[14] The platted addition to the City of Spokane, Cannon Hill Park, shares the name of the park within its boundaries, and hence can cause confusion. CHP is used to refer to the addition and Cannon Hill Park to the city park.

The CHP Historic District has a high degree of all types of historic integrity. It represents common patterns in neighborhood construction, as well as the evolution of an idealized residential concept envisioned near the end of Spokane's early 20th century boom period.

The CHPHD is experienced in the 21st century as a gracious historic residential neighborhood. Residential landscaping is varied and well-developed. Many of the street trees planted ca. 1910 still stand; their branches now hide views of the city and park but offer shady walks through the neighborhood to spend time in nearby parks. Cannon Hill Park's small lake still hosts ice skaters; children and adults enjoy activities on the broad lawn that replaced an early wading pool. While early and mid-20th century housing dominates the district's streetscapes, the continuum of architectural house forms and styles includes a handful of residences constructed after 1958.

The Period of Significance for the CHP Historic District extends from 1909 to 1958, when the post-World War infill construction period came to a close and 96 percent of the residential lots were built on. The last new dwelling erected in the district dates to 1998.

Considered as a landscape, the historic district exhibits Spokane's typical pattern of infill residential development, undertaken by general contractors acting as speculative developers. Within the CHPHD, these builders-as-developers followed this pattern after the first few years of development through the 1950s post-World War II building boom. All homes built between 1909 and 1958 are contributing, except for four that have been altered to the extent that their original design is not clearly evident: 1925 S. Stevens Street, 623 W. Shoshone Place, 627 W. Shoshone Place, and 607 W 21st Avenue. 1918 S. Oneida Place was rebuilt in 1984 after a fire and is also considered non-contributing to the district. Many of the other houses have existing additions and minor alterations that do not significantly alter their contribution to the neighborhood streetscapes and do not impact the dominance of the landscape. Six houses were built between 1966 and 1998 and are considered non-contributing to the district because of their dates of construction. Cannon Hill Park and the central boulevard of W. 21st Avenue between S. Bernard and S. Lincoln streets contribute significantly to the character of the district.

Eight properties in the district were individually listed in the Spokane Register of Historic Places prior to the creation of this district (Table 3). Most of the nominations support architectural significance. Two of the three properties developed by general contractor Gus Bostrom include Community Planning and Development as an additional area of significance. The Dwinnell House at 504 W. 19th Avenue is listed in recognition of the fallout shelter built on the property in 1961.

Table 3. Properties Individually Listed in the Spokane Historic Register

Address	**Date**	**Significance**	**Date Listed**
519 W. 18th Avenue	1921	Architecture	2021
504 W. 19th Avenue	1941	Cold War Social History	2022
725 W. 20th Avenue	1913	Architecture	1999
448 W. 21st Avenue	1912	Architecture and Community Planning & Development	2006

628 W. 21st Avenue	1911	Architecture and Community Planning & Development	2006
702 W. 21st Avenue	1914	Architecture	2023
451 W. Shoshone Place	1910	Architecture	2022
426 W. Shoshone Place	1911	Architecture & Community Planning & Development	2005

Historic Context

Spokane at the beginning of the 1910s

Near the end of the first decade of the 20th century, Spokane was well on its way to becoming the largest city in the inland northwest. The population was rapidly increasing. The city made plans for an extensive park system. Developers expanded the city significantly with newly platted neighborhoods. In fact, Spokane's boosters were almost too enthusiastic. For Spokane, as throughout the 19th and early 20th century American West, the boom-and-bust cycles of its mining, timber, and agricultural industries continued to change carefully laid plans.

Spokanites adopted a "boosting spirit" during its long heyday from 1903 and 1913. City boosters used statistics to claim explosive growth for Spokane and its hinterlands. Its population almost doubled from 1902 to 1907. Bank deposits grew from seven million dollars in 1903 to 24.5 million in 1907, and prosperous residents invested a notable portion of their wealth in building up the city. Entrepreneurs established most of the 230 industries and businesses, and by the fall of 1907 over 6,000 building permits had been issued.[15]

Many histories of Spokane emphasize this boom period when building construction mirrored rapid increases in population. Few of them explain the reasons for and realities of the period that followed. Historian Holly George draws on William Hudson Kensel's study of Spokane's economic history to note that wealthy industrialists were already experiencing a relative loss of economic power during the later years of the boom period. National and international markets and "Eastern capital" soon controlled more and more of the extractive industries and railroads. Both American and Canadian firms purchased local operations.[16] Spokane's rather isolated location in the Inland Empire became more double-edged. Isolation provided a large commercial hinterland, but the city was peripheral to other circulation systems and markets. Its inland location engendered a long battle over freight rates and even the largest commercial concerns in the city realized the limits of their influence.

Charles Francis Adams and other Easterners shaped the economy and physical form of Spokane during this first decade of the 20th century. Adams, grandson and great grandson of American presidents, probably became interested in Spokane when he was president of the Union Pacific Railway and active in railroad affairs. In the late 19th century he had invested in land in and around

[15] In the first decade of the new century, Spokane's population more than tripled, from 36,848 to 104,402.
[16] Holly George, *Show Town: Theater and Culture in the Pacific Northwest, 1890-1920* (Norman: University of Oklahoma Press, 2016), p 112.

Spokane, as well as in Lewistown, Idaho. During the early 1900s, Adams visited Spokane frequently and expressed interest in the city's development, especially in its park system.[17]

Adams purchased a former brickworks, a 120-acre parcel on the South Hill between 1905 and 1908. He then donated the clay quarry portion, approximately 13 acres, to the city for a park. Arthur D. Jones took an option on the purchase of the rest of that parcel in 1909.[18] That same year Adams sold to the Malloy Brothers and associates, a 640-acre parcel just north of the terminus of the Northwest Boulevard streetcar line which would become the Boulevard Park Addition. Adams also sold a large parcel at the southeast corner of the city that became the Lincoln Heights Addition. Jay Lawyer and W. H. Kiernan, doing business as The Western Trust & Investment Co., platted 600 of the 900 acres of this parcel during the spring of 1909.[19]

Aubrey White, longtime President of the Spokane Board of Park Commissioners, noted in *The Spokesman-Review* in February 1909, that during the past six months nearly 2,800 acres, almost all within the city limits, had been platted or sold to those intending to do so. These 11,000 lots could accommodate another 55,000 in population.[20] Among this surge of housing choices, the Cannon Hill Park Addition lots came onto the market in 1910.

But the 1920 federal census confirmed what those in the real estate sector already experienced. The dire news was a population drop of nearly 200 rather than continued rapid growth. Land transfers and platted residential areas had set the stage for dispersed rather than concentrated development. Investors began purchasing lots for resale, and the builders-as-developers who had already built "spec" houses allowed realtors to offer many at bargain prices, "less expensive than new construction." In the long term, this situation resulted in varied streetscapes throughout the city, where houses of different sizes, construction dates, and stylistic expressions stand side-by-side.

Cannon Hill Park and West 21st Avenue: Part of the Olmsted Brothers Plan for Spokane's Park System.

Cannon Hill Park shares some patterns of development with other city parks, but its transformation from a brick clay quarry and brickworks is a singular story. Historians consider J. T. Davie as an influential, long-lasting pioneer Spokane brickmaker, who sold bricks within three years of his 1879 arrival. In 1886, after working other clay deposits, Davie moved his brickyard to the South Hill. He partnered with contractor Henry Brook, who owned 40 acres on the hill, and together they purchased 80 adjacent acres. Davie ran the brickyard, while Brook erected buildings with its output. Davie recounted that in 1887 he began using a "brick machine," but the overworked brickmaker eventually sold out to Brook after producing 3,000,000 bricks mostly by himself when laborers were in short

[17] The Spokane newspapers reported frequently on Adams' visits to the city and activities.
[18] "Jones Buys Adams Tract," *Spokane Daily Chronicle*, 27 November 1908, p. 1.
[19] "Boulevard Park, Big Acre Tract Project in City Limits," *The Spokesman-Review* 4 April 1909, Part 3, p. 1; "Lincoln Heights is the Name of Spokane's Biggest Addition," *The Spokesman-Review* 7 March 1909, Part 3, p. 1. "Park Areas Vanishing" *The Spokesman-Review* 28 May 1909, p. 1.
[20] "Park Areas Vanishing" *The Spokesman-Review* 28 May 1909, p. 1.

supply. Soon after, Brook established a partnership with J. H. Spear which then became the Washington Brick and Lime Co.[21]

By about 1905, Brook and Spear had exhausted their South Hill clay deposit. Three years later, as promised, its new owners, the Adams Investment Co. donated the scarred clay quarry to the city for a park, first known as Adams Park.[22]. The company's action mirrored other park land donations city-wide: A. M. Cannon and J. J. Browne for Coeur D'Alene Park in Browne's Addition, F. Lewis Clark for Liberty Park, and D. C. Corbin for Corbin Park.[23] These businessmen recognized the multiple values of neighborhood parks which helped to sell residential lots, served as amenities for local residents, and supported overall city civic pride and development.

The sweeping 1908 Spokane Park Plan, delivered by the Olmsted Brothers firm of Brookline, Massachusetts, included Adams Park and Adams Boulevard, now known as Cannon Hill Park and West 21st Avenue. Olmsted Brothers would soon implement their recommendations for the design of three existing parks: Adams, Liberty and Corbin. In 1913 at Jones Co. request, the Parks Board selected the new name for Adams Park.[24]

The Olmsted Brothers' 1909 design layout for Adams/Cannon Hill Park followed their 1908 recommendations (Fig.10) with some minor exceptions. Newspaper articles described the brickyard quarry as 15 feet deep[25] and as a hole in the ground, unsalable for residential purposes.[26] The Olmsted Brothers report noted that most of the excavated areas were 8 to 10 feet deep and there were no trees on the property. The presence of trickling water on the property supported the decision to incorporate one or more lakes into the design.[27]

They had suggested that the deed-stipulated lake be "shallow, so as to serve as a wading pool and for safety when used for skating." Noting that older boys could play sports at nearby Manito Park, they thought that Adams Park should be "refined and pretty," intended for small children. Where possible, adjacent lots should be elevated above the park drives (also called driveways) and tree lawns. Their 1909 design layout implemented these ideas: a large lake on the park's east side with several islands connected by rustic footbridges; another rustic stone bridge crossing a stream connecting lake and wading pond on the west side; regularly placed trees as shade perimeter on both

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[21] N. W. Durham, *History of the City of Spokane and Spokane County* (S. J. Clarke Publishing Company, 1912). pp. 367-368.
[22] Stephen Emerson and Linda Yeomans, *An Historic Property Inventory of Selected Properties in the Cannon Hill Park Addition, Spokane County, Washington; Survey Project Report* (Spokane, 2008), pp. 5, 7.
[23] Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*, 2013. p. E-23.
[24] Doyon, p. E-17; "Show Growth of the Parks," *Spokane Daily Chronicle* 11 February 1913, p. 15, refers to the park as the "Cannon Hill or Adams Park" in its overview of work at each location. The stone restroom building had been completed. "Cannon Hill is Real Park Name," *The Spokesman-Review* 21 November 1913, p. 10.
[25] *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913,* known also as the Olmsted Report p. 87.
[26] "Street Puzzle and Big Hole," *Spokane Press*, 8 March 1909.
[27] Joan Hockaday, *Greenscapes: Olmsted's Pacific Northwest* (Pullman: Washington State University Press, 2009), p. 107.

sides of the park's "border drives." Eventually, the wading pond proved unfeasible and became a lawn, joining the two lawns and restroom structure designed on the northwest side of the lake.[28]

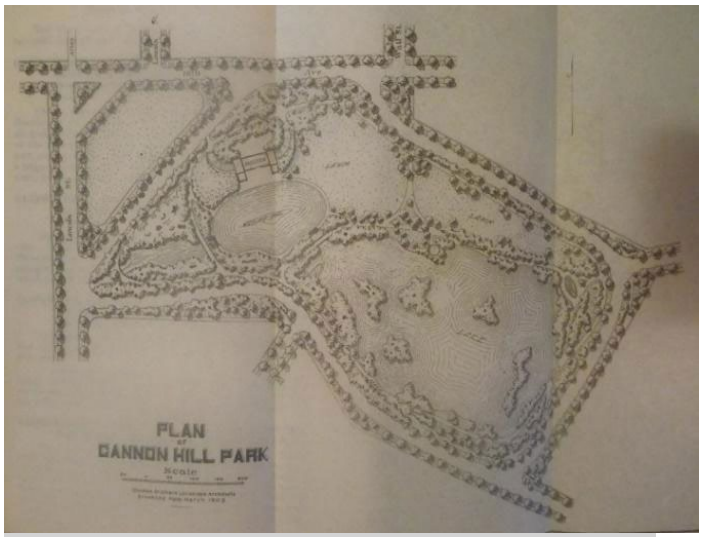


Fig. 10. Plan for Cannon Hill Park, 1909. Source: Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*, 2013. P. 55.

The boulevard form of W 21st Avenue was part of a drive system that connected city parks (Fig. 10).[29] W. 21st Avenue connected Manito Park and Cannon Hill Park with the proposed East Latah Parkway – now known as S. High Drive – at the edge of the bluff. The 21st Avenue boulevard, two-thirds of a mile long, would be wider west of Lincoln Street, a full 150-feet wide.[30]

As in other portions of the CHPHD, the Jones Co. planned to plant W. 21st Avenue with identical London plane trees. The company's advertisements included a depiction of the W. 21st Avenue boulevard lined with large residences and trees planted on both residential tree lawns and boulevard (Fig. 11).[31] By early 1910, the Jones Co. had established the boulevard's character with consistent plantings east of Wall Street. The City had not yet adopted a plan for the western portion of the boulevard, but intended to plant a variety of trees in contrast to those already at the eastern end of the boulevard.[32]

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[28] "Plan of Cannon Hill Park, Olmsted Brothers, Landscape Architects, Brookline, Mass, 1909," appeared in the *Report of the Board of Park Commissioners*, *Spokane, Washington, 1891–1913*. Descriptions of Adams Park and the lots surrounding it are confusing as it was proposed that there be no barrier of a street between the houses and the park. Yet the plans show "drives" which became streets surrounding the park.

[29] "City of Spokane, Washington, Outline for System of Parks and Parkways," Olmsted Brothers, Landscape Architects, Brookline, Mass, April 1908 on R. L. Polk & Co's. Map of the City of Spokane Washington, 1907.

[30] *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913,* known also as the Olmsted Report p. 78; Doyon, p. E-16, E-18.

[31] Arthur B. Jones & Co. advertisement, *The Spokesman-Review* 19 September 1909.

[32] "Long High Drive Assured on Cannon Hill," *The Spokesman-Review* 13 March 1910.



Olmsted plan for parks and parkways shown on a modern city map. Source: Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form, 2013*. p. 62.
Fig. 11. W. 21st Avenue boulevard



Depiction of what the W 21st Avenue boulevard could look like. Arthur B. Jones & Co. advertisement, *The Spokesman-Review* 19 September 1909.

Soon after the receipt of the Olmsted Brothers report, Spokane city residents passed a $1 million bond issue to implement the plan and create Spokane's park system. John W. Duncan oversaw the work on the existing parks, including Cannon Hill Park. The lake was filled with water during the early summer of 1912 (Fig. 12) and the park drives were macadamized, finished with compacted small gravel, after a 1913 description of the park.[33] The lake in Cannon Hill Park became a popular ice-skating venue.[34]

[33] "Show Growth of the Parks," *Spokane Daily Chronicle* 11 February 1913, p. 15.
[34] "Skaters are Reveling These Crisp Days on Southside Park Lagoons," *The Spokesman-Review* 13 December 1912.


Adams Park in Cannon Hill Has Scenic Lakes

Has Seven Acres of Water.

Fig. 12. Cannon Hill Park Lake with islands, as designed by the Olmsted firm.
Source: *The Spokesman-Review* 1 December 1912.

The Arthur D. Jones & Company Designed Cannon Hill Park Addition

Arthur D. Jones was active in Spokane real estate and civic matters from his 1887 arrival in the city until his death in 1934. He operated one of the oldest, most long-lasting, and influential real estate firms, which his sons eventually joined. Jones arrived in time to help rebuild downtown Spokane after the fire of 1889, handled numerous downtown commercial buildings over the years, and platted and developed many residential areas, including the Keystone Addition (1890), Richland Park in the S. Perry district (1903), the Hill Addition on the South Hill near Cliff Drive (1903), and Old Home Addition (more than one with similar names), as well as many areas of Hillyard. His involvement with the Inland Electric Railroad included platting the towns along its extensive routes.[35]

Beginning as early as August 1909 the Jones Co. promoted the Cannon Hill Park Addition on behalf of the Cannon Hill Co., the owners of the tract.[36] As president of the Cannon Hill Co., Arthur D. Jones signed deeds as lots were sold. While the Jones Co. newspaper advertisements and other documents kept the two identities distinct, Jones managed both businesses and shaped the CHPHD.

[35] "Death Summons Arthur D. Jones" *The Spokesman-Review* 1 April 1935, p. 8.
[36] The principals of the Cannon Hill Co. were not identified in articles in the *Spokane Daily Chronicle* or *The Spokesman- Review* during 1909.

The Vision for a Park-like Landscape

To oversee design, platting and sales in its new Cannon Hill Park Addition, the Jones Co. relied on some twenty years of experience with Spokane real estate, including earlier platted additions.[37] In 1909-10 the Cannon Hill Park Addition claimed one of the last available areas for development in the western portion of South Hill, north of 29th Avenue.[38] The Jones Co. promoted the Cannon Hill Park Addition as having several desirable qualities (Fig. 13). Its "close-in" location – within a mile and a half from downtown – and service by two streetcar lines made the neighborhood only 18 minutes away from downtown.[39] A Jones Co. advertisement asserted that this new line changed "the complexion of the whole upper hill."[40]

Jones Co. promotional material emphasized exclusivity and good value at the same time. The addition offered lots "cheaper than in any other equidistant part of the City," Speaking to speculative lot owners and potential builders-as-developers, messages emphasized the possibility of realizing large profits. This sales pitch recognized that with so many lots on the market, investing for future re-sales was an important way for everyone to endure a softening in demand. One advertisement presented examples of how in a short time lots had changed hands several times, always at a profit.[41] At the same time, Jones promoted "Buy Your Homesite in Cannon Hill Park Now" as all the improvements were completed and choice lots were available for $1,000. At the end of October 2010, a Jones Co. advertisement asked "What are YOU Doing about Cannon Hill Park?"[42]

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[37] It seems likely that the Jones team included a landscape architect, perhaps one working for the Olmsted Brothers. No evidence found to date identifies one, and this Jones project is not in the list of projects that the Olmsted Brothers undertook in Spokane.

[38] The Spokane County Index of Plats (October 6, 2010) list includes two entries for the Cannon Hill Park Addition, one noting blocks 1-25 in 1909 and another one in 1910. As the Cannon Hill Park Addition remained 25 blocks in size, the 1910 plat may be for what was referred to as the Highlands of Cannon Hill Park.

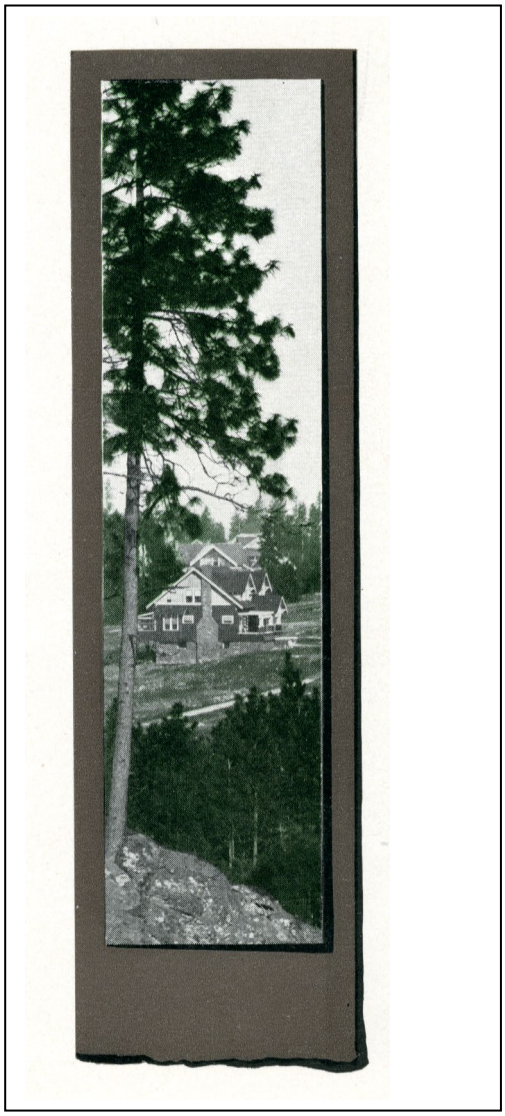
[39] "Cannon Hill Park Car Line Opens Tomorrow" *Spokane Daily Chronicle*, 15 October 1910, p. 18; Arthur D. Jones & Co. Offer Spokane's Finest Viewpoint Cannon Hill Park," *The Spokesman-Review* 7 March 1909.

[40] "Cannon Hill Park Car Line Opens Tomorrow."

[41] "Sale Opens Today, The Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911; Arthur D. Jones & Company advertisement, *The Spokesman-Review* 25 April 1909.

[42] "What are YOU Doing about Cannon Hill Park" *Spokane Daily Chronicle* 29 October 1910, p. 18.

Fig. 13. Source: Jones Co. real estate brochure.



The Jones Co. extensively promoted its vision for the addition, touting its concrete streets and sidewalks and tree lawns planted with regularly spaced shade trees (Fig. 14). Out of sight, but important, amenities included steel water pipes and sewer connections. The company promoted the neighborhood's swaths of lawn, common and highly desirable throughout Spokane.

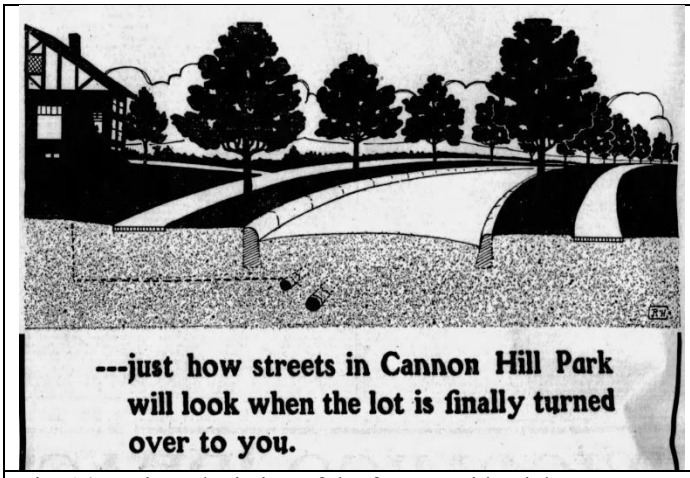


Fig. 14. Artist's depiction of the future residential area. Source: Arthur D. Jones advertisement, *The Spokesman-Review* 25 July 1909.

The plat approved by the city in 1909 presented as many lots as possible facing Cannon Hill Park (Fig. 15). Jones & Co. and the Cannon Hill Co. may not have introduced any completely new ideas about how an ideal residential landscape should be, but the thorough landscape design and promotional text emphasized the amenities that people wanted. The Spokane City Council passed an ordinance that allowed the Cannon Hill Co. to complete at its own expense the steel pipe water main system which would then become property of the city. Although electric utility poles are not mentioned in the promotional descriptions, the Jones Co. seemed to follow the Olmsted Brothers Report thinking on the positioning of poles and electric lines, "The poles carrying electric wires of various sorts occupying the streets are a great disfigurement to the city. …Where there are alleys available, no pole locations should be granted on adjoining streets, except where absolutely

necessary."[43] The alleys in the neighborhood were used for poles and others stand at the abutting rear property lines. The landscaping work included positioning top soil on the tree lawns. Lots were sold with deed restrictions that addressed physical components of the property. Advertisements for the CHP made it clear that only single-family homes of a certain quality could be built in the addition and that apartment buildings and stores, as well as temporary houses, were excluded.[44] Deed restrictions required a standard setback from the street and for corner lots, side setbacks as well, that reflected how dwellings were commonly sited in Spokane. Since corner properties were required to consist of more than one lot, substantial houses marked the corners. The minimum cost for dwellings was set at $3000, with $4000 being the minimum for residences facing the park and the W. 21st Avenue boulevard.

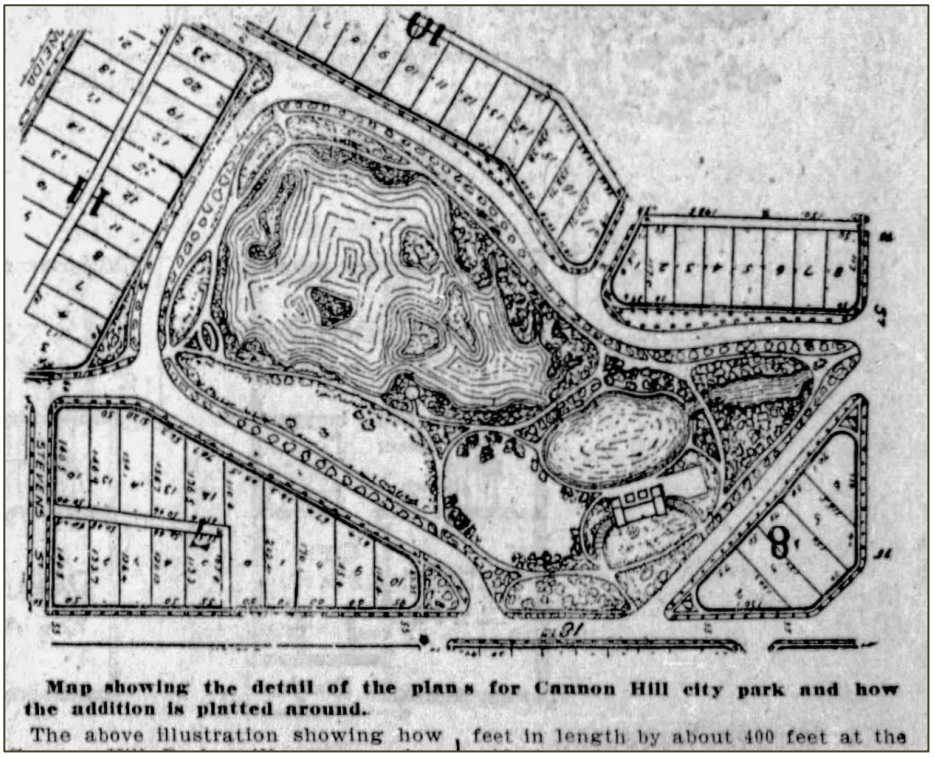


Fig. 15. Plan for Cannon Hill Park and surrounding blocks depicting tree planting plan. Note: The image is reversed with north at the bottom. Source: *The Spokesman-Review* June 20 1909.

Jones's map of South Hill (Fig. 16) showed the area west of Division Street including only a portion of Manito Park. Jones thus avoided mention and comparison with the larger, exclusive Rockwood

[43] Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913, known also as the Olmsted Report 1913, pp. 100-01.

[44] *The Spokesman-Review* on May 22, 1910, printed an Arthur D. Jones company map indicating that the Cliff Park and South Side Cable additions had restrictions comparable to those adopted for CHP. Text emphasized that the lots in all the other additions on the South Hill had been sold, and therefore no restrictions could be added. Of course, the text asserted, "high-grade residences are going to Cannon Hill Park." Apartments were seldom constructed south of 14th Street, where developers and property owners embraced the concept of neighborhoods filled with just single-family dwellings.

neighborhood laid out by the prestigious Olmsted Brothers firm working with Robert Grinnell at the same time.[45]

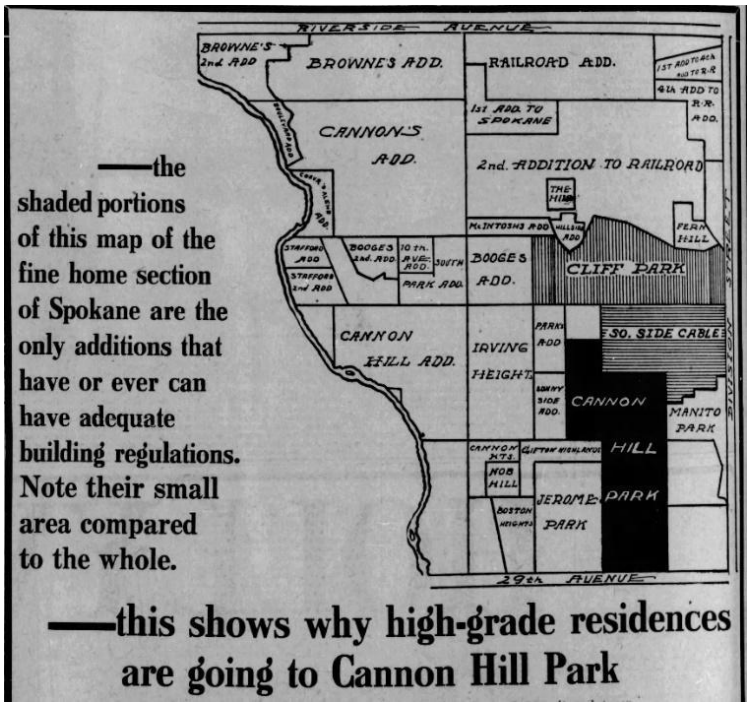


Fig. 16. Arthur D. Jones & Co. advertisement with map showing surrounding platted additions and making claims for the superiority of the Cannon Hill Park addition. Source: Arthur D. Jones & Co. advertisement, *The Spokesman-Review* 22 May 1910.

From Streetcar Lines to Garages

At the time before most residents owned automobiles, developers and real estate professionals considered streetcar lines essential. Public streetcar transportation had proven important for development of the lower South Hill and would be key to expanding neighborhoods up the relatively steep South Hill.[46]

The first-constructed Cannon Hill cable line avoided the steepest grades and the need for cutting through rock. As it did not extend south of 10th Avenue and ran west on Elm, it did not serve the area of the CHPA. By 1910, when the Jones Co. made the CHPA lots available, the Washington Water Power Co's Cannon Hill line, extended south through the central west residential area of the South Hill, served the CHPA as it skirted the addition on the west side on Lincoln Street.[47]

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[45] The first houses were being erected in the Rockwood neighborhood at the same time that Jones was promoting Cannon Hill Park. Sally Reynolds, *Rockwood Historic District National Register of Historic Places Nomination*. Spokane, 1996. Arthur D. Jones & Co. advertisement, *The Spokesman-Review* May 22, 1910. The map may include an error, showing that the Cannon Hill Park Addition extended to 29th Avenue rather than 25th Avenue.

[46] Logan Camporeale, *Cannon Streetcar Suburb District Spokane Register of Historic Places Nomination*. Spokane, 2022. pp 7-1 and 8-1.

[47] Chas. V. Mutschler, Clyde L. Parent and Wilmer H. Siegert, *Spokane's Street Railways and Illustrated History*. Spokane: Inland Empire Railway Historical Society, 1987. p. 48 and Robert B. Hyslop, *Spokane's Building Blocks*, Spokane, 1983, pp. 383-384.

A second streetcar line served CHPA residents; it ran along the east side of Bernard Street from 14th to 25th Avenues. This line diverged from the Cannon Hill Line at S. Adams Street and W. 9th Avenue, meandered southeast, and ran a short distance on W. 14th Avenue to Bernard Street. After 1910 it was extended to W. 17th Avenue and Bernard and then to 33rd and Division. In 1923 it was known as the West Cleveland-Cable Addition line (Fig. 17).

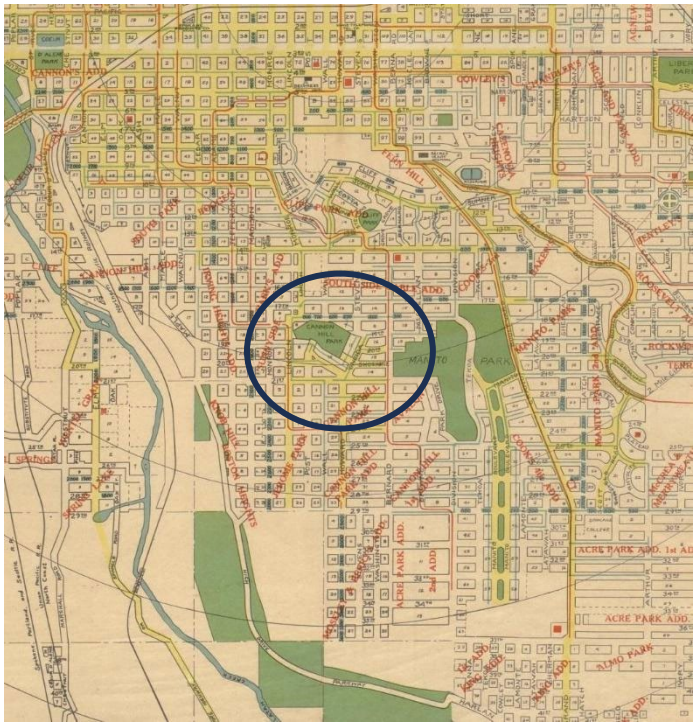


Fig. 17. Portion of 1922 streetcar system map, Spokane. CHPA lines in oval. Source: Spokane Historical, https://spokanehistorical.org/files/show/4063.

Although the Jones Co. advertisements promoted streetcar lines serving their addition, 1910 was the peak year of Spokane streetcar line ridership. By 1915 the Washington Water Power Co. was no longer expanding any lines. As automobile ownership and use increased, builders began providing free-standing garages with most houses or tucking one-car garages into part of the basement. The Spokane streetcar system operated until 1936; some later real estate advertisements noted nearby bus lines.[48]

Building out the Cannon Hill Park Historic District

Table 4 presents the eras during which the 191 dwellings in the CHP Historic District were built. The eras are defined by various means: the first years of avid promoting of the addition and gaps in building due to lack of demand and war-time materials shortages. Construction dates are from

[48] Mutschler, et al, pp. 48, 55.

building permits and newspaper articles; they should be within a year of the time the houses were completed.

Table 4. Build-out Eras of the Cannon Hill Park Historic District

Time period	Number houses constructed	% of total residences
The Early Years		
1909-1912: Intense Promotion	44	23
The Build-out Years		
1913-1932: The Cannon Hill Park Historic District Comes Into its Own	88	46
The In-Fill Years		
1935-1942: An Ideal Location to Build as the Economy Recovers	29	15
1946-1958 The Post World War II Building Boom	23	12
Post-1958 Still a Popular Neighborhood	7	4
	191 houses	100 percent

The designed landscape laid out in 1909-1910 forms the enduring framework for the CHP Historic District. The early houses from the initial heyday and those built in the 1913 to 1942 period contribute significantly to the character of the district. Builders-as-developers continued to build contemporary houses that perpetuated variety within a continuum of architecture and completed the vision for the CHP neighborhood.

Builders-as-Developers Shaped the District

General contractors and builders acting as speculative developers made the design decisions about most of the houses erected in the CHPHD according to building permits and newspaper articles. The real estate advertisements of 1909-1912 included new houses for sale in the CHPHD and indicate that this pattern extended from the first years of development in the neighborhood. The advertisements noted the number of rooms, modernness of the houses, location near the park and "view lots." They also promoted the reasonable cost of the existing houses, suggesting that the overall cost would be less than if someone started the process of building, and some were promoted as bargains. Builders-as-developers retained ownership as real estate offices advertised their newly completed houses. This group built some of the largest and most distinctive houses in the district and larger neighborhood. Real estate advertisements promoted a "New Japanese Bungalow" with "massive clinker brick columns on front and side porch," the house was a "strictly modern, up-to-date home.[49]

Builders-as-developers working in the neighborhood received more notice of their work in news articles than did architects. A *Spokane Daily Chronicle* article reviewing William Hankins' building

[49] "New Japanese Bungalow" *The Spokesman-Review* 20 October 1912; "Cannon Hill Home" advertisement, *The Spokesman-Review* 21 December 1913; "Stucco Swiss Bungalow near Cannon Hill Park," *Spokane Daily Chronicle* 2 July 1913.

projects in the larger Cannon Hill Park area in 1910 noted "Most all the designs have been originated by Ballards Plannary [sic] within the last few weeks."[50]

The Jones Co. relentlessly promoted the CHPA lots and houses for sale in news items about the work of the builders-as-developers and purchasers of the houses. These builders shaped the character of the residential building in the CHP Historic District, from the English residences of the early years (see Fig. 4) to the Minimal Traditional houses of the post-World War II building boom.

Nearly 100 general builders-as-developers erected houses in the CHP Historic District. Some builders owned the properties they developed and sold them as new houses; others worked with a property owner-as-developer and followed a similar scenario. A relatively small percentage were built for clients who would occupy the houses. When this took place the owner's name appears in the table of all properties (see Inventory Table below). The builders of 22 properties are undetermined as the building permit listed only the owner's name and no newspaper articles were found about the project. Several builders-as-developers built three or more dwellings in the district (Table 5). Quite a few more built two houses each (see Inventory Table below).

Table 5. Builders-as-developers most active in the CHPHD.

Builder	Address	Year	Builder	Address	Year
Anderson, John	433 W. 20th Avenue	1910	Lilliequist, O. M.	457 W. Shoshone Place	1919
	423 W. 20th Avenue	1921		447 W. 20th Avenue	1919
	417 W. 20th Avenue	1923		452 W Shoshone Place	1919
	452 W. 21st Avenue	1924		432 W Shoshone Place	1919
	2025 S. Oneida Place	1935		443 W 20th Avenue	1920
	606 W. 20th Avenue	1936		503 W. 21st Avenue	1921
Anderson, Kaleb	2011 S. Lincoln Street	1929	McGourin, W. E.	531 W. 21st Avenue	1950
	822 W. 21st Avenue	1930		525 W. 21st Avenue	1950
	621 W. 21st Avenue	1930		423 W. 21st Avenue	1951
	404 W. 20th Avenue	1931	Montfort, F.	704 W. 20th Avenue	1911
	1903 S. Stevens Street	1931		438 W. Shoshone Place	1912
	410 W. 20th Avenue	1936		1918 S. Oneida Place	1914
	1916 S. Bernard Street	1939	Plumb, J. J.	643 W. 20th Avenue	1927
Bostrom, Gus	634 W. 21st Avenue	1910		812 W 19th Avenue	1930
	428 W. 20th Avenue	1910		818 W 19th Avenue	1930
	628 W. 21st Avenue	1911		824 W 19th Avenue	1931
	418 W. 20th Avenue	1911	Rathke, C. T.	441 W. Shoshone Place	1909
	725 W. 20th Avenue	1912		728 W. 20th Avenue	1910
	702 W. 21st Avenue	1913		724 W. 20th Avenue	1911
Bouten, Gus Const. Co.	802 W. 21st Avenue	1941		1934 S. Post Street	1911
	2016 S. Bernard Street	1941		2006 S. Post Street	1911

[50] "To Build Five Fine Homes," *Spokane Daily Chronicle* 10 May 1910. The plan book was *Ballard's Plannery*, printed by the Ballard Plannery Co., Inc.

	2024 S. Bernard Street	1941	Searle, L.	614 W. 20th Avenue	1910
	1944 S. Post Street	1948		437 W. Shoshone	1911
Hankins, W.	1918 S. Post Street	1909		517 W. 21st Avenue	1911
	420 W. 20th Avenue	1910		445 W. 21st Avenue	1912
	1928 S. Post Street	1911	Stammerjohan, O.C.	603 W. Shoshone	1930
	1915 S. Lincoln Street	1911		411 W. 21st Avenue	1937
Larson, E. W.	1925 S. Oneida Place	1909		822 W. 20th Avenue	1937
	2004 S. Oneida Place	1909	Wickman, M. H.	2021 S. Oneida Place	1931
	514 W. 19th Avenue	1910		1927 S. Stevens Street	1939
	426 W. Shoshone Place	1910		1925 S. Stevens Street	1940
	1919 S. Lincoln Street	1910			
	461 W. Shoshone Place	1911			
	451 W. Shoshone Place	1913			

Architects Were Part of the Story as Well

Evidence from building permits and newspaper stories suggests that only a handful of architects designed houses that stand in the district (Table 6). Some of their projects were highly publicized while others were not.

Table. 6. Architects who worked in the district prior to 1959

Architect	**Address**	**Date**
James Berkey	803 W. 18th Avenue	1930
Cutter & Malmgren	2008 S. Oneida Place	1913
Hagen & Clark	827 W. Shoshone Place	1937
Frank G. Hutchinson	725 W 20th Avenue	1912
Keith & Whitehouse	711 W. Shoshone Place	1913
T. Magnusen	418 W. 21st Avenue	1912
Franklin Manz	438 W. 21st Avenue	1912
	442 W. 21st Avenue	1912
	448 W. 21st Avenue	1912
	538 W. Shoshone Place	1912
Earl Morrison	626 W. 21st Avenue	1912
Rigg & Vantyne	827 W. Shoshone Place	1936
M. Randolph Smith	2055 S. Oneida Place	1936
	508 W. 21st Avenue	1936
Wells & Bertelsen	524 W. 19th Avenue	1925
	2049 S. Oneida Place	1927

Frederick Westcott	637 W. Shoshone Place	1925
Westcott & Gifford	519 W. 18th Avenue	1921
Whitehouse & Price	469 W. Shoshone Place	1919
	2021 S. Stevens Street	1923
	2028 S. Oneida Place	1935

Franklin Manz designed four dwellings in the district and brought his distinctive Swiss Chalet style to the CHPHD in its early years. Three Manz designs were built during 1912 in the first wave of development. The Swiss Chalet influence is also seen in some Craftsman bungalows.

Harold Whitehouse was involved with four houses in the CHPHD. Keith & Whitehouse provided plans for the Dutch Colonial Revival style house at 711 W. Shoshone Place in 1913. Whitehouse & Price designed a large Colonial Revival style house for J. R. Wilson at 469 W. Shoshone Place in 1919. A few years later the selection committee included it as one of ten houses that were most architecturally beautiful in a *Spokesman-Review* City Beautiful contest.[51] Whitehouse & Price designed the large English style brick house at 2021 S. Stevens in 1926 for the Lloyd Hawley family. In 1935 Harold Whitehouse designed "Spokane House," the model house built at 2028 S. Oneida Place in 1935; as related in Section 8, this house was intended to demonstrate all that was good design in a new house. A decade earlier, those promoting "Better Homes" featured Ren Rice's new modern bungalow at 617 W. 21st Avenue. It was selected to be furnished and open to the public during the June 1923 Better Homes week.[52]

A collaboration between well-known and prolific developer Aaron L. Lundquist and local architect Earl Morrison was announced in March 1912. Lundquist had acquired the most prominent location in the CHPHD, four lots at the triangular end of the block at the intersection of W. 20th and W 21st avenues and S. Oneida Place. Morrison's design was picturesque and modern as it made the most of the unusual site. Wallace, Idaho merchant C. E. Bender purchased the house in 1914. (Fig. 18).[53]

[51] "John Doran Buys $20,000 House," *The Spokesman Review* 15 May 1923.
[52] "Better Home Week House Selected," *Spokane Daily Chronicle* 21 May 1923.
[53] "Plans Moorish Mansion on Hill," and "Elaborate Moorish Renaissance Residence which A. L. Lindquist Will Build on the Boulevard in Cannon Hill Park Addition," *The Spokesman Review* 3 March 1912, p. 10; "Cannon Hill Home Cost $30,000," *The Spokesman Review* 18 January 1914; "Cannon Hill Home Sells for $23,000," *The Spokesman Review* 17 May 1914.





Fig. 18. Rendering of the house Lundquist planned. The style of the large house is best considered American although it was described variously as Moorish and Spanish. Source: "Elaborate Moorish Renaissance Residence which A. L. Lindquist Will Build on the Boulevard in Cannon Hill Park Addition," *The Spokesman-Review* March 31, 1912 p. 10.

The Early Years

1909-1912: Intense Promotion

The Jones Co. actively used Spokane newspapers to promote their CHPA project, first releasing news about its landscaping, then highlighting the houses being built. To demonstrate their vision, the company had previously sold lots to builders-as-developers who began building in 1909. Once several homes were constructed, a large public advertisement appeared on March 7, 1909, announcing that lots were for sale to the public.[54] A year and a half later, the company promoted another section for sale - half of the Highlands of Cannon Hill Park, south of 21st Avenue – and their aim to "build up the district quickly and add 25 to 30 houses."[55]

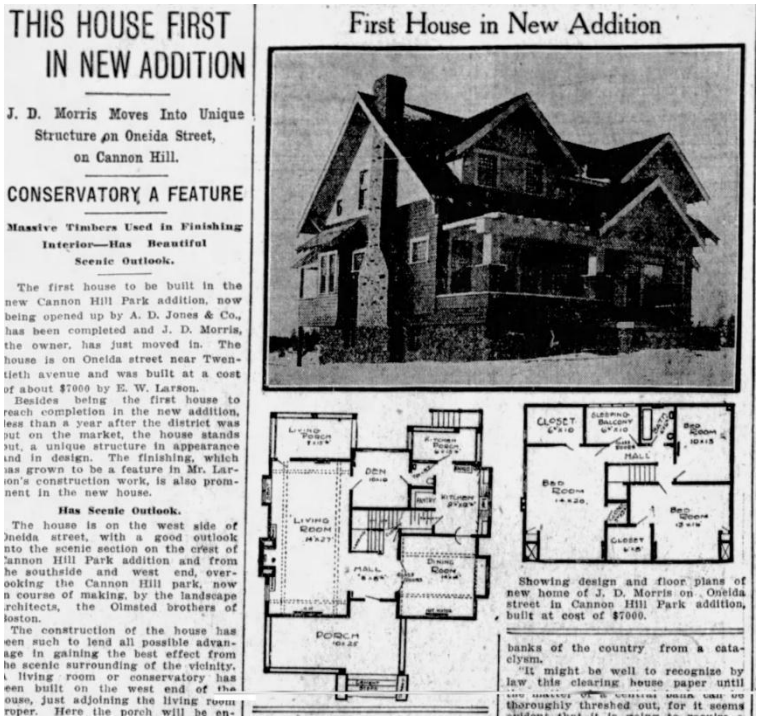
Frequent short news items, photographs and articles in the Spokane newspapers informed the public of CHPA houses being constructed. Most often these identified a general contractor as builder and property owner and noted the home's fine quality and cost. Such descriptions usually detailed the number of rooms as well as special features, such as fireplaces and basement billiard rooms. The phrase "high-class residence" appeared more often than references to any architectural style or building type. Descriptions also noted the features that took advantage of the views, such as "view balconies."[56] Two houses with a one-story bungalow form (451 W. Shoshone Avenue and 1918 S. Post Street) included a partial second story with many windows. They were described as sleeping porches or sunrooms and also afforded views.[57]

On January 23, 1910, the Jones Co. presented to the public the first house built in the CHP, erected by E. W. Larson for J. D. Morris. Located on the west side of Oneida Place, a conservatory at the rear of the living room had a "beautiful scenic outlook" westward to Cannon Hill Park and its lake

[54] "Arthur D. Jones & Co. Offer Spokane's Finest Viewpoint Cannon Hill Park," *The Spokesman-Review* 7 March 1909.
[55] "Today the Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911, Section D and "A Natural Park Divided into Homesites, Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911, p. 18.
[56] "$600,000 in New Homes in Cannon Hill Park Addition in Two Years," *The Spokesman-Review* 24 March 1912
[57] Ibid.

(Fig. 19).[58] A few months later the news featured M. L. Pershall's house at 2015 Oneida Place. Its photograph also documents nearby houses on W. 20th Avenue, including Dr. William Hall's home, half-timbered and referred to "Old English" in style, at the corner of Oneida Place overlooking "Cannon Hill Park from a point of vantage."[59]

Beginning in March 1910, news items and photographs of the new houses appeared regularly in the Spokane newspapers, no doubt prompted by the Jones Co. (Figs. 20-22). That month's articles presented three bungalows, two built by the Larson Brothers and one by J. F. Thomas, both builders-as-developers active on the South Hill. In October of that year, the Jones Co. released photographs of five of the 31 existing houses in the CHPHD with the message, "Buy Your Homesite in Cannon Hill Park Now" (Fig. 23).[60]



THIS HOUSE FIRST IN NEW ADDITION

J. D. Morris Moves Into Unique Structure on Oneida Street, on Cannon Hill.

CONSERVATORY A FEATURE

Massive Timbers Used in Finishing Interior—Has Beautiful Scenic Outlook.

The first house to be built in the new Cannon Hill Park addition, now being opened up by A. D. Jones & Co., has been completed and J. D. Morris, the owner, has just moved in. The house is on Oneida street near Twentieth avenue and was built at a cost of about $7000 by E. W. Larson.

Besides being the first house to reach completion in the new addition, less than a year after the district was put on the market, the house stands out, a unique structure in appearance and in design. The finishing, which has grown to be a feature in Mr. Larson's construction work, is also prominent in the new house.

Has Scenic Outlook.

The house is on the west side of Oneida street, with a good outlook into the scenic section on the crest of Cannon Hill Park addition and from the southside and west end, overlooking the Cannon Hill park, now in course of making, by the landscape architects, the Olmsted brothers of Boston.

The construction of the house has been such to lend all possible advantage in gaining the best effect from the scenic surrounding of the vicinity. A living room or conservatory has been built on the west end of the house, just adjoining the living room proper. Here the porch will be en-

First House in New Addition

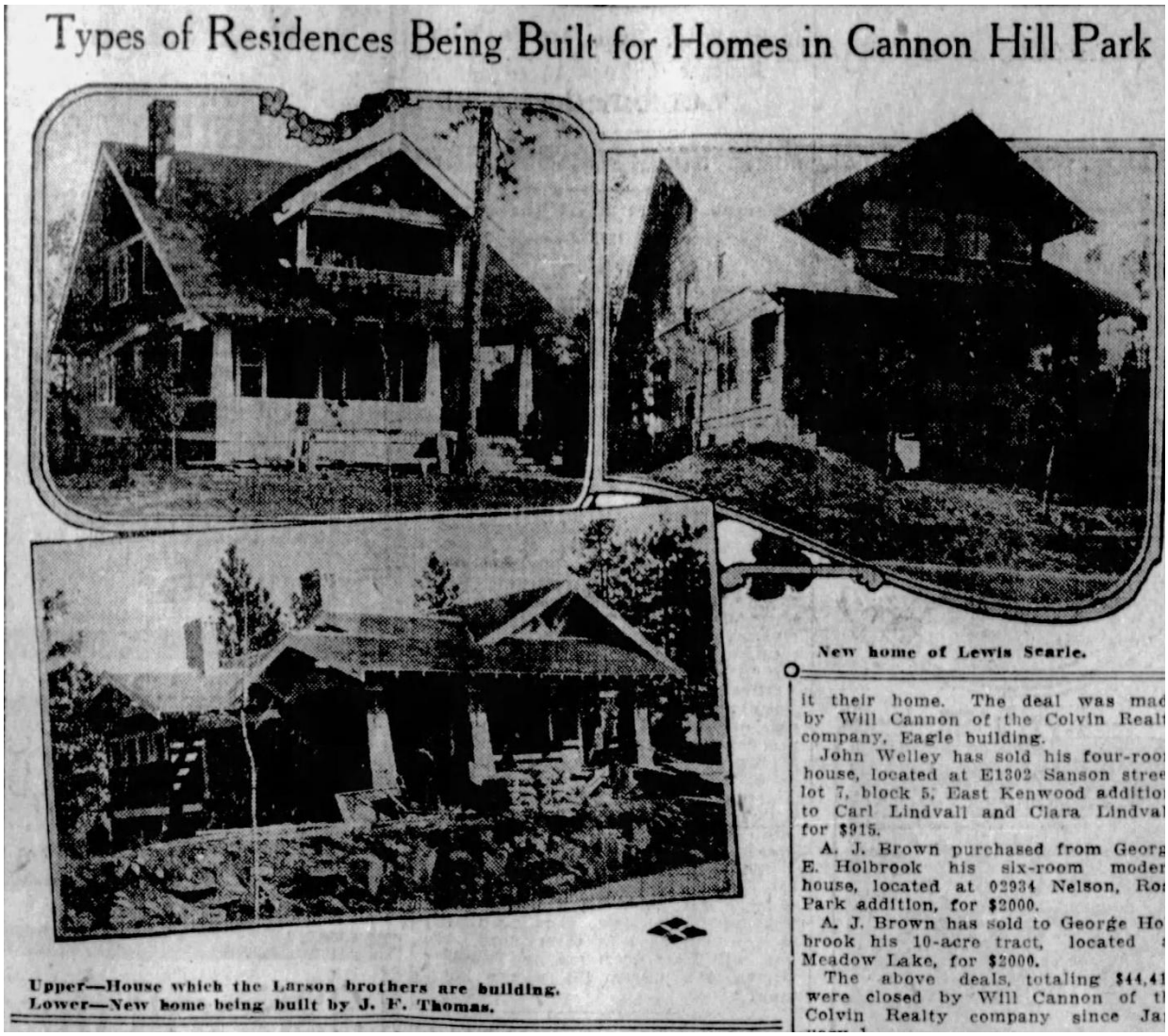
Showing design and floor plans of new home of J. D. Morris on Oneida street in Cannon Hill Park addition, built at cost of $7000.

banks of the country from a cataclysm.

"It might be well to recognize by law this clearing house paper until the assets of a central bank can be thoroughly threshed out, for it seems

Fig. 19. The first house in the new addition. Source: *The Spokesman-Review* January 23, 1910.

[58] "This House First in New Addition," *The Spokesman-Review* 23 January 1910.
[59] "Types of New Homes in Cannon Hill Park Addition," *The Spokesman-Review* 1 May 1910; "New Home in Cannon Hill Park," *The Spokesman-Review* 29 May 1910. Dr. Hall's house is now clad with siding that conceals its "Old English half-timbering."
[60] "Buy Your Homesite in Cannon Hill Park Now." *Spokane Daily Chronicle* 22 October 1910.



Types of Residences Being Built for Homes in Cannon Hill Park

Upper—House which the Larson brothers are building.
Lower—New home being built by J. F. Thomas.

New home of Lewis Searle.

it their home. The deal was mad
by Will Cannon of the Colvin Realt
company, Eagle building.

John Welley has sold his four-roo
house, located at E1302 Sanson stree
lot 7, block 5, East Kenwood additio
to Carl Lindvall and Clara Lindva
for $915.

A. J. Brown purchased from Georg
E. Holbrook his six-room moder
house, located at 02934 Nelson, Ro
Park addition, for $2000.

A. J. Brown has sold to George Ho
brook his 10-acre tract, located
Meadow Lake, for $2000.

The above deals, totaling $44,41
were closed by Will Cannon of t
Colvin Realty company since Ja

Fig. 20. "Types of Residences Being Built for Homes in Cannon Hill Park" *The Spokesman-Review* 24 March 1912.

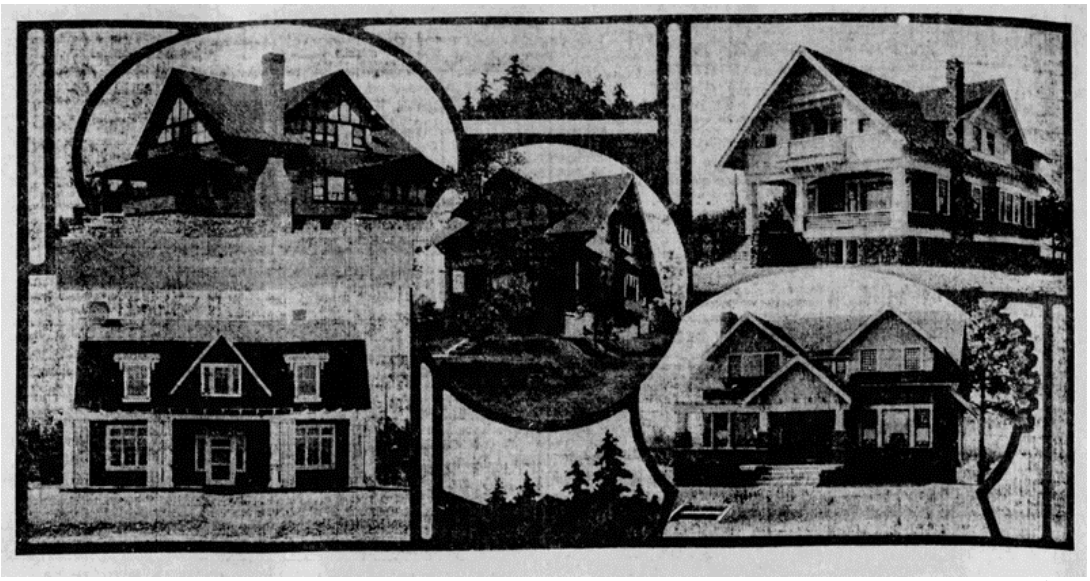


Fig. 21. "Some of the New Homes in Cannon Hill Park," features houses on Oneida Place, W. 20th Avenue and W. Shoshone Avenue in an Arthur D. Jones & Co. advertisement promoting the service of the new streetcar line. Source: *The Spokesman-Review* June 26, 1910, p. 8.

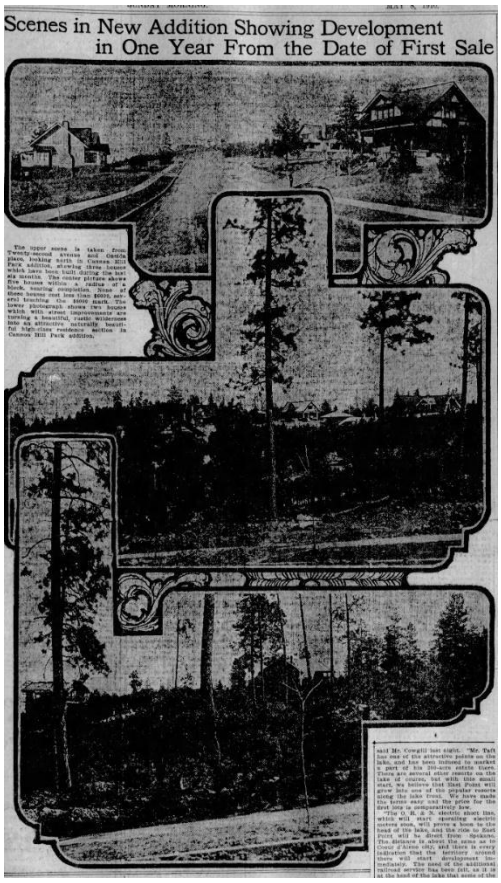


Fig. 22. A group of houses promoting the sale of lots that include bungalows and houses on W. Shoshone Avenue. Source: Arthur D. Jones & Co. advertisement, *Spokane Daily Chronicle* October 22, 1910.

Forty-four houses were built in the CHPHD during the 1909-1912 period. During these first years, and into the 1920s, views across the neighborhood and down to Cannon Hill Park were possible (Fig. 23). With only a few houses on most blocks, and the newly planted shade trees still below roof top level, the area only suggested what it would become.



Oneida street, looking northeast, in Cannon Hill Park. Note the parking strip all leveled down to be sown to lawn.



Scenes in New Addition Showing Development in One Year From the Date of First Sale



Fig. 23. Early views of the addition meant to emphasize the views. Sources: *The Spokesman-Review*, 17 October 1909 (top) 8 May 1910 (left) and 1 October 1911 (right).

A March 1912 news story reported on 15 new houses being built in the CHPHD and referred to the neighborhood as a "scenic district" where substantial, modern residences were under construction in a setting with more than five miles of paved streets.[61] The cost of the houses ranged considerably, far above the minimum costs required in deeds.[62] The builders-as-developers E. W. Larson , J. F. Thomas, M. L. Pershall, and L. Searle, among others, were actively building in the CHPHD.

[61] "$600,000 in New Homes in Cannon Hill Park Addition in Two Years," *The Spokesman-Review* 24 March 1912
[62] Ibid.

The Build-out Years

1913-1932: The Cannon Hill Park Historic District Comes Into Its Own

During the neighborhood's first years of intense promotion, the City issued building permits for nearly a quarter of the CHPHD properties (44 houses). But it took another decade to bring neighborhood occupancy nearer 50 percent. By 1924, 52 more homes were constructed, generally in the southern portion of the CHPHD. The preference for Craftsman bungalows continued. A few two-story English or Craftsman residences were added, and two new styles appeared: substantial Colonial Revival residences and English cottages. In addition, local newspaper notices decreased, likely due to fewer Jones Co. press releases. At the same time, a larger group of builders-as-developers became active.

Although construction slowed and only 37 more homes had appeared by 1932, when the Great Depression began its economic toll, the CHPHD was 69 percent full. It had transformed as numerous small bungalows and cottages lined the streets, creating one of the physical characteristics of the CHPHD today.

Despite deed restrictions, the ideal double-lot concept had not fully played out. This is particularly noticeable in the houses facing Cannon Hill Park. Deed restrictions for double lots and higher-cost houses on such "view lots" seem to have been taken seriously until the early 1920s. The English residence at 514 W. 19th Avenue (1910) and the Dutch Colonial Revival residence bungalow at 711 W. Shoshone Avenue (1913) stood at the edge of the park for ten years. Then most of the neighborhood's last large residences were constructed during the 1920s and convey the original vision for double-lots and large houses in prominent locations. Several were built on S. Stevens Street and W. Shoshone Place, as well as 524 W, 19th Avenue (1925) and 604 W. 19th Avenue. The choice corner sites at W. Shoshone Place and S. Post Street were developed. Contractor J. J. Lohrenz built an English residence (see Fig. 5), its yard designed by a landscape gardener[63] at 737 W. Shoshone Place (1923). A 1923 news story described B. J. Hebert's home across the street at 807 W. Shoshone Place as colonial in style with a park-like setting in a small grove of pine trees and no sidewalks disturbing the lawns surrounding it.[64] The English house at 2021 S. Stevens Street (1926) and a brick house to its north (1953) were part of this pattern.

Builders-as-developers continued to construct some bungalows but preferred to build cottage after cottage during this period. Several cottages appeared on W. Shoshone Place, some on the vacant lots facing Cannon Hill Park. Most of the remaining lots surrounding the park were filled during the 1920s and 1930s, including in 1931 five English brick cottages at the west edge of the park between S. Lincoln Street and W. 19th Avenue. Due to the nearly total disregard of deed restrictions by this time, many more homeowners today look directly at Cannon Hill Park than envisioned in 1909. Similar small brick dwellings appeared throughout the CHPHD during the 1930s, providing much of its architectural character.

[63] Unfortunately, not identified.
[64] "Cannon Hill Park Gets New Homes," *Spokane Daily Chronicle* 6 November 1923, p. 21.

In the mid-1920s, prominent Spokane realtor Robert Grinnell described the CHPA as "a well-established, high-class residential district, with many fine homes ranging in value from $5,000 to $25,000." He added "There has been a great deal of building in the district in the past few years, with a constant demand for homes of the better type." Grinnell noted that the construction of Wilson School at 25th Avenue and Lincoln Street added to the appeal of the residential area."[65]

Residential landscaping added to the already established park-like landscape of the CHPHD. During the early 1920s the Spokane Landscape Co. established a "trial grounds" near the park at W. 20th Avenue and S. Howard Street, growing over 60 types of tulips and many varieties of peonies and other flowering plants and shrubs under close observation for suitability for Spokane landscaping use.[66] By the 1920s photographs of the earliest houses showed mature landscaping, including the many trees planted in 1909 that now shaded the one-story bungalow rooflines. The large corner property at 807 W. Shoshone Place and S. Post Street featured bushes on its tree lawn and a sprinkler system (Fig. 24).

89 houses were built between 1913 and 1932 as the neighborhood was transformed with a large number of bungalows and cottages lining the streets.



Fig. 24. Three views of residences and landscaping. From left to right: 807, 422, and 457 W. Shoshone Avenue. Source: Charles Libbey photograph collection, Northwest Museum of Arts and Culture, online collection, photo catalog numbers (l-r): L87-1.45489-31; L87-1.48220-46; L87-1.37248-28 .

The In-Fill Years

1935-1942: An Ideal Location to Build as the Economy Recovers

Spokane residents lived on approximately 70 percent of the lots in the CHPHD by 1932 and the neighborhood remained a popular one. Its location remained comparatively close to downtown, and near two hospitals, St. Augustine parish church and school, and two public grade schools (Wilson and Roosevelt). Builders-as-developers continued to build speculatively on available lots. Another 29 houses were built before World War II shut down single-family home construction.

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[65] "Grinnell Will Auction Sites," *Spokane Press* 30 October 1926.

[66] Spokane Landscape Co. advertisement, *The Spokesman Review* 25 April, p. 12. The southwest corner of the 20th Avenue and Howard Street intersection was the only one not developed by then with a residence. Other information about this test garden is yet to be found.

The Home Owners Loan Corporation (HOLC) created a 1938 snapshot of the larger neighborhood (Area A7: see footnote 49), extending to the south and west of the CHPHD; the report noted its brick and frame houses had an average age of 8 years, with 85 such houses (in the larger neighborhood) built in just the last year. Its housing stock was nearly 100 percent occupied and 70 percent of them were owner-occupied. Its description stated:

> This is believed to be one of the most uniform and charming areas in the West. The excellence of architectural design and high quality of construction in this area is notable. This is one of the most popular and highly regarded residential sections of the city and is the scene of its greatest building activity at the present time. The percentage of home ownership in the area is somewhat impaired by reason of the fact that many of the newly built dwellings remain unsold and have been rented.[67]

The HOLC's description of the area and other notes reflect the concern for any mix of people living in a residential neighborhood. Comments included "Harmonious surroundings and population uniformity and high standard of improvements." No Negro or "relief families" were noted as living in the area.[68] These descriptions are quite similar to those referencing surrounding districts; all were deed restricted and zoned for single-family residential use.[69]

Quiet S. Oneida Place became a well-known part of Spokane during 1935 and 1936 once a vacant lot at 2028 was selected as the site of a model house. A group of Spokane businessmen formed to build a moderate cost model home, one they described as "a perfect dwelling" and named "The Spokane House," intentionally evoking the historic Spokane House fur trading post. The group designated Realtor Ralph W. Watson as project manager and architect Harold Whitehouse of Whitehouse & Price as supervising architect. In July Watson announced the choice of "the most perfect site," based on several factors: neighboring homes, transportation, schools, street paving, sewer service and deed restrictions. The lot, like most in the city, was not on a corner, but had a change of grade so that the lower level could open onto grade at the rear of the house. The house was described as "modernized early American architecture (Fig. 25), consisting of seven rooms, and offering living space on three levels: in addition to the main floor, an unusual "recreational garden room on the lower level and a maid's room on the attic level[70]

While visitors were encouraged to stop by during construction, Spokane House opened officially during six weeks from late April through May 1936. Over 20,000 people visited, admiring its design, new appliances, and the modernism it demonstrated. When insurance executive Wallace Rothrock purchased the house in May, 1937, the model house became a home.[71]

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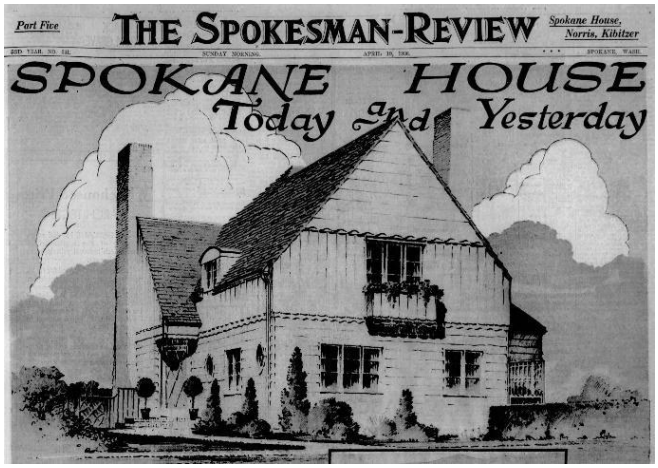
[67] Mapping Inequality website: https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/ area descriptions/A7#loc=12/47.668/-117.3898

[68] Ibid.

[69] HOLC map and description of Area A7 in Spokane Washington, 1938. Mapping Inequality Website, https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area_descriptions/A7/#mapview=full&loc=13/47.6324/-117.3946&adview=full&scan=2/64.5484/-119.8828

[70] "'Spokane House' to be Built," *The Spokesman-Review* 14 July 1935, p. 6; "'Spokane House' Site on Oneida, *The Spokesman-Review* 21 July 1935, p. 6; Early American Style Planned," *The Spokesman-Review* 4 August 1935.

[71] *Spokane Daily Chronicle* special section "Spokane House" 23 April 1936; "Spokane House Today and Yesterday," *The Spokesman Review* 19 April 1936; "'Spokane House'" Visitors 25,000" *The Spokesman Review* 25 May 1936.


Part Five THE SPOKESMAN-REVIEW Spokane House, Norris, Kibitzer
SPOKANE HOUSE
Today and Yesterday

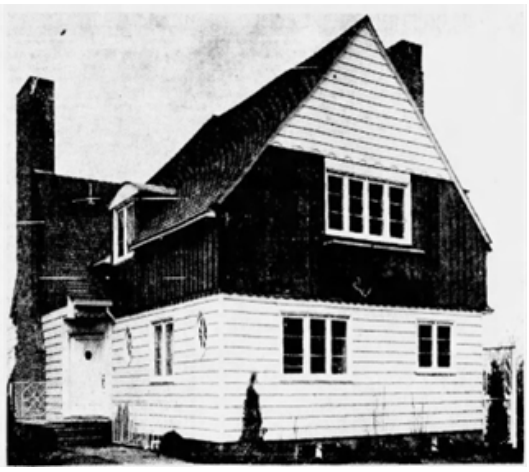


Fig. 25. Spokane House, in published rendering and photographed at the time of the 1936 public open house. Source: *The Spokesman-Review,* 19 April and 23 April 1936.

During these years, builders-as-developer M. H. Wickman built side-by-side houses on S. Stevens, both facing Cannon Hill Park:1927 S. Stevens in 1939 and 1925 S. Stevens in 1940. Mining engineer R. B. Shelledy purchased the first of these, a "white frame Colonial house" the same year it was built. This six-room house, with garage tucked into its basement, featured air conditioning and a basement recreation room.[72]

1946-1958: The Post World War II Building Boom

Residential building resumed after World War II, as returning service men needed houses for their families. Construction restarted as building supplies became available, slowly at first, then more intensely during the late 1940s and 1950s. Builders-as-developers and would-be homeowners turned to existing Spokane residential areas to find available lots, such as those in the CHPHD shown on the 1950 Sanborn fire insurance maps. (Fig. 26). These building sites included pairs of lots at the corners of W. 19th Avenue and S. Oneida Place and W. 19th Avenue and S. Bernard Street, likely once intended for larger residences. Another larger building site was located at the triangular area where W. 18th and W. 19th avenues meet on the north side of Cannon Hill Park. Back-to-back vacant lots also extended from W. Shoshone Place to W. 20th Avenue; three of these lots east of Post Street remained vacant and became side yards for adjacent homes. Vacant lots on Stevens and Bernard streets were subsequently split between neighbors. The CHPHD welcomed 23 new houses during this boom period.

[72] Building permits and "Mining Engineer Purchases Residence" *Spokane Daily Chronicle* 14 October 1939.

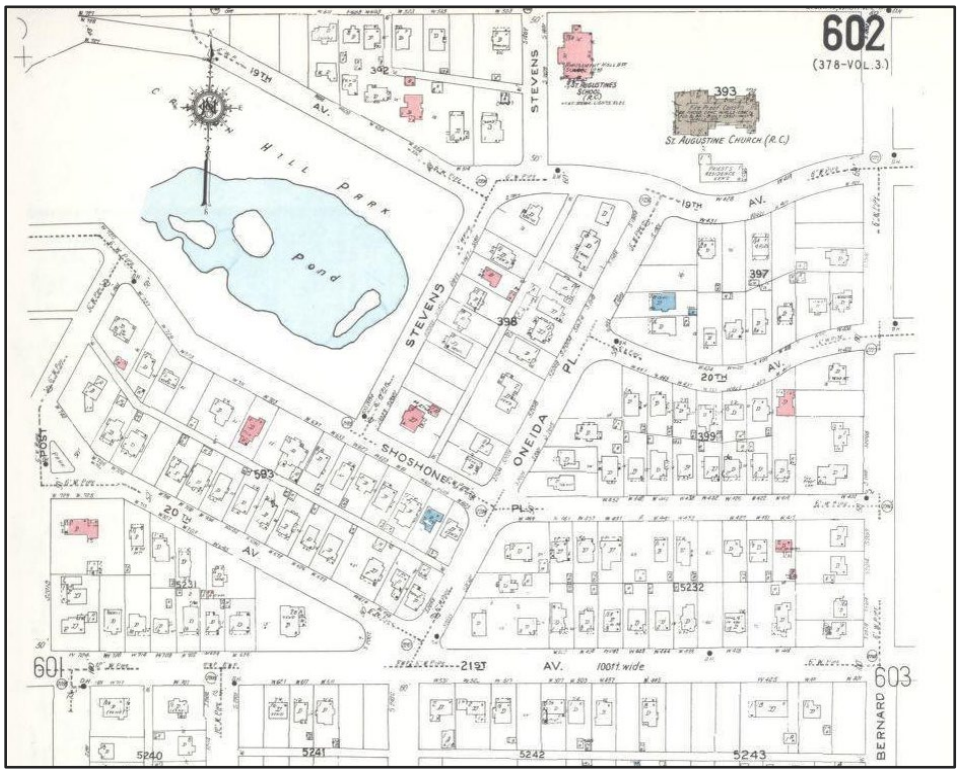


Fig. 26. The build-out of the CHPHD by 1950. Source: D. A. Sanborn, *Fire Insurance Map of Spokane*, Portion of the 1950 Vol 4, p. 602. Note: pink indicates brick buildings.

The W. E. McGourin contracting firm built three houses on the south side of W. 21st Avenue in 1950 and 1951. Nos. 525 and 531 W 21st Avenue are minimal traditional two-story dwellings set back at the building line. No. 423 W 21st Avenue, on a double lot, is a ranch house with one main living floor.

Real estate advertisements during the 1940s and 1950s usually did not contain the addresses of properties for sale. Yet the descriptions of CHPHD houses on the market indicate how the residential area was valued. Its location near St. Augustine Parish was always mentioned, as were both Wilson and Roosevelt grade schools. The nearby parks and park-like setting were also noted. Early 1940s advertisements for existing homes captured a sense of the neighborhood: "A beautiful 3-bedroom one-floor brick home in a setting under stately pines on a quiet paved street near CANNON HILL PARK" and 1928 S. Post was described as a "Traditional American family home situated on a quiet, secluded tree-lined street less than a block from ever-popular Cannon Hill Park."[73]

Architectural style was sometimes stated, brick construction was called out, and residential landscape was sometimes mentioned. A Colonial style house was described as having dignity. An

[73] Real estate advertisement, *The Spokesman-Review* 1 May 1949; advertisement for an open house at 1928 S. Post, *The Spokesman Review* 8 February 1948.

advertisement promoted a "Very impressive Cape Cod type home. Stone's throw from the park." "Old English Charm" and Cannon Hill Park received equal notice in a 1950 advertisement.[74]

Builder-as-developer H. E. Nehrlich built two houses in 1952, at 2003 and 2007 S. Lincoln Street on side-by-side vacant lots at the corner of W. 20th Avenue. No. 2003 is a minimal traditional brick ranch house, one story, but with an irregular form that acknowledges its corner location with two street fronts. Warren Throop took on the irregular shaped lots where W. 18th and W. 19th Streets meet on the north side of Cannon Hill Park and erected two brick ranch houses. The Throops occupied the western property and transformed a small triangle of land at the intersection not included in the lots into a combined flower and vegetable garden. The tradition of raising dahlias on the site continues.[75]

The sense of neighborhood and the Cannon Hill Park as its signature element was reinforced when nine neighbors organized the Cannon Hill Garden Club in March 1954 "to further neighborhood friendships; to promote and assist in neighborhood projects; and to exchange ideas and to gain knowledge of the art of gardening." The club set its membership capacity at 16, raising it a decade later to 24. Despite declining attendance in the 1970s, the optimistic group voted another membership increase - to thirty.[76]

Meeting in each other's homes (generally on the fourth Friday of September, October, and December-to-April), the women developed friendships over lunch or refreshments, actively recruited new members, tried their hands at crafts, and enjoyed a range of speakers. Enhancing its social aspect, members designated one meeting as an annual party, including husbands. Business sessions rotated officers annually and revised by-laws about every decade; by the late 1980s at least two meetings were moved to the evening, likely to accommodate members who had joined the workforce.

Post 1958: Still a Popular Neighborhood

Eight houses have been built in the CHPHD since 1958, six of which are included in the historic district boundary. All but one of these are located on one of the Avenues between S. Bernard and S. Oneida Place. After a fire destroyed 1918 S. Oneida Place, it was rebuilt in 1984 and is considered to date from that time. During the 21st Century, many owners have reinvested in their properties, making additions and adding amenities, including in-ground swimming pools. Owners have added larger garages to their lots, sometimes with living space above. This type of work altered the character of four houses to the extent that they no longer depict their historic character: 1925 S. Stevens Street. 623 W. Shoshone Place, 627 W. Shoshone Place, and 607 W 21st Avenue.

The activities of the Cannon Hill Garden Club continued to foster community. To fund special projects, the club assessed annual dues that began at $1 and reached $5 by the 1990s. A major 1950s project made American flags available and encouraged all neighborhood homeowners to fly them on

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[74] Real estate advertisement, *The Spokesman-Review* 16 March 1947; Hege's advertisement, *The Spokesman-Review* 9 April 1950; Real estate advertisement *The Spokesman-Review* 11 September 1949.
[75] Eleanor Rutherfield, "Beet, Zinnia Share Space in Dual Plot," *The Spokesman-Review* 16 September 1973.
[76] Marsha Rooney compiled this narrative of the club based on its scrapbooks and records in January, 2025.

patriotic occasions. The group also coordinated with the Parks department to plant a few flowering trees in Cannon Hill Park around 1960; they donated to the Manito Flower Fund for Duncan Gardens plantings in 1985.

Cannon Hill Park was a popular ice-skating venue. Before budgets tightened in the late 20th century, the fire department sometimes flooded the pond to make ideal ice. Club minutes in 1961 thanked Parks Director William Fearn for dividing regular skaters from the hockey players. The club worked with Parks to build cement benches and a fire ring in 1972, but soon after began complaining about pond and bridge conditions, and late-night "activities" needing curfew enforcement and extra policing. They described a "perennial winter park problem concerning the fire and all our fire wood. …We have always had a fire in the park and taking out the fire ring will not solve our problem and will penalize all those who live around the park."

But the most visible of the club's projects, and its lasting legacy, was (and is) the annual Christmas Eve Caroling event that began in 1951. Mrs. Harold Anderson, who would become a charter member of the Garden Club three years later, patterned this event after her Swedish family tradition in upstate New York. First held just for families with homes bordering Cannon Hill Park, it quickly grew to include the whole area and engaged club members' husbands, as well. Some years, Santa rode a fire truck around the neighborhood, calling all to assemble; occasionally a church loaned a truck and loudspeaker to perform that job. Flyers reminded all to bring a log for the fire, although in 1962 a burning ban threatened the tradition, and club members supplied luminaria and flashlights. Each year the newspaper featured photos of club members' children to promote the event. Local stores donated candy for the children, and for years the Parker family led the singing, holding up oversized song lyrics for all to read.

Around 2007, the Parkers handed over these hand-lettered song sheets to club member Darlene Morehouse, who has led the group since that date. She keeps membership records and brief minutes for 1-2 meetings per year, attended by about 20 members. The club's primary project is organizing the Christmas Eve Caroling event, although they are discussing a summer 2025 event that would include spouses. The logistics and costs of the Christmas Eve event have risen significantly over the past decade, as Parks dismantled the fire ring, Fire permit fees increased drastically, and access to Park storage became more complicated. Dues will rise from $10 to $15 in 2025 to defray costs. Around 2020, the club voted to change its name to "The Cannon Hill Ladies Club."

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Public and Agency Comment

From: MacNaughton, James (DAHP)
To: Camporeale, Logan
Cc: Elenga, Maureen (DAHP); Thompson, Michelle (DAHP)
Subject: RE: Cannon Hill Historic District - SEPA Checklist for Agency Comment
Date: Friday, July 18, 2025 12:42:29 PM
Attachments: image004.png
image005.png
image006.png
image008.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Logan

This looks like a great project! Thank you for reaching out. If there's anything we at DAHP can do to help, just let us know!

All Best

James

James MacNaughton, MSc, RPA *(He/Him)*
Local Government Archaeologist
Email: James.MacNaughton@dahp.wa.gov
Mobile: (360) 280-7563 | Main Office: (360) 586-3065
Hours: 7AM – 3:30PM Monday to Friday
Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501
Mailing Address: PO Box 48343, Olympia, WA 98504-8343
www.dahp.wa.gov

From: Camporeale, Logan <lcamporeale@spokanecity.org>
Sent: Thursday, July 3, 2025 4:54 PM
To: Historic Preservation <preservation@spokanecity.org>
Subject: Cannon Hill Historic District - SEPA Checklist for Agency Comment

External Email

Good afternoon,

Please find attached the SEPA Request for Comments, SEPA Checklist, and Distribution List.

Project Name: Cannon Hill Park Addition Local Historic District

File Number: ORDINANCE 17D.100.285

Please direct any questions or comments to Logan Camporeale at lcamporeale@spokanecity.org or preservation@spokanecity.org by **Friday, July 18, 2025, at 5:00 PM.**

Thank you,

Logan Camporeale

Historic Preservation Specialist
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
Office: 509-625-6634
Cell: 509-564-4814
lcamporeale@spokanecity.org | www.historicspokane.org



From: Cravalho, Justin
To: Camporeale, Logan
Cc: Kokot, Dave
Subject: Re: Cannon Hill Historic District - SEPA Checklist for Agency Comment
Date: Thursday, July 17, 2025 12:27:11 PM
Attachments: image002.png
Outlook-iazv0is3.png

Good afternoon Logan,

Fire has no comments.

Thank you.

Justin M. Cravalho, Associate Engineer | Spokane Fire Department | Associate Fire Protection Engineer
509.625-7057 | *fax* 509.625.7006 | jcravalho@spokanecity.org | [spokanefire.org]spokanefire.org

OUR MISSION

We enhance your quality of life, always earning your trust, by saving lives, preventing harm and protecting property with compassion and integrity.

From: Camporeale, Logan <lcamporeale@spokanecity.org>
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Spokane Tribe of Indians
Tribal Historic Preservation Office
P.O. Box 100 Wellpinit WA 99040

July 7, 2025

To: Logan Camporeale, Historic Preservation

RE: Cannon Hill Park Addition Local Historic District

Mr. Camporeale

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project; the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response this proposal is adopting a new section 17D.100.285 Cannon Hill park Addition local historic district overlay zone to title 17 of the Spokane Municipal code, I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available, or the scope of work change, our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer.
Spokane Tribe of Indians

From: Marsha Rooney
To: Historic Preservation
Subject: Community Comment for Plan Commission meeting, Sept. 24, 2025
Date: Monday, September 15, 2025 10:10:16 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spokane's historic architecture is crucial to keeping our city unique and livable.
These features – both historic and contemporary - illustrate centuries of diverse stories of work, family and community. And most are visible (at no cost!) for every citizen to enjoy daily.
The Spokane Register aims to recognize and preserve a broad range of such stories through individual and district nominations. Among them, the Cannon Hill Park Historic District itself represents the story of early Spokane city planning; as population boomed, public-private collaborations created numerous middle-class neighborhoods that also provided healthy, walkable access to leafy parks and boulevards.
Accommodating regional boom-bust cycles and changing market trends, the district densified over its extended 50-year build-out, changing to include smaller homes and lots than originally platted.
The Cannon Hill Park Historic District continues this historical tradition by encouraging structural additions and ADUs that blend with existing neighborhood design elements. The district also effectively supports both the Olmsted Plan and the Spokane Comprehensive Plan, recognizing historic preservation while meeting contemporary needs including walkable, alternative transportation links.

Marsha Rooney
517 W 21st Ave

From: Laura Lake
To: Historic Preservation
Subject: Cannon Hill Historic District
Date: Monday, September 15, 2025 8:11:18 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Cannon Hill becoming an historic district will help to preserve and maintain the integrity and charm of this area that I so love.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/1/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	UNION BLOCK NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Union Block was constructed in 1890 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Union Block at 218 N Howard Street was constructed in 1890 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

That specific data is not something that is collected by the Historic Preservation Department.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of Historic

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	KAPAUN, MEGAN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Union Block – 218 N Howard Street

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1890; the Union Block meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The 1890 Union Block building is significant and eligible for listing in the Spokane Register of Historic Places under Category A in the area of Commerce for its association with the group of commercial or commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire to serve the needs of Spokane's citizens and business owners in the downtown core. One of the reportedly ten remaining buildings from this period, it continues to serve as a commercial space on the ground floor with residential uses on the upper floors, as it did historically.
   - The building is also significant under Category C as the work of a master, for its association with the prominent Spokane architect, Herman Preusse. Preusse, the first professional architect to practice in Spokane, was the designer of the 1890 Union Block. He was born in 1847 in Hanover, Germany. After his early education, when he studied engineering, he gained architectural experience working for his stepfather, well-known architect Wilhelm Mehl, for three years. He then took on his studies in architecture at the College for Applied Science and Art in Holzminden, Germany, Germany's first school of architecture. In 1883, when the Northern Pacific Railroad successfully constructed a line that connected Spokane with Chicago and beyond, Spokane's officials sought an architect to assist with the design of new downtown commercial buildings that would boost its image as 'a progressive and prospering city.' Fortuitously, they found assistance in achieving their goals in Herman Preusse. Many of Spokane's most notable buildings were designed by Preusse.
   - The period of significance for the Union Blocl is 1890 to 1972. 1890 based on the initial construction date for the property and the period of rebuilding immediately after Spokane's Great Fire of 1889; and 1972 which is the date of a renovation of the street front level. That renovation to the storefronts has achieved significance as it is over 50 years old.
   - The Union Block has contained numerous different businesses, saloons, restaurants, and other retail establishments on the street level and housing above since it was constructed in 1890. The original upper two floors contained single room occupancy (SRO) "sleeping" rooms with shared bathrooms. The SRO configuration remained until the recent rehabilitation that created larger, modern apartment units on floors 2 and 3.
   - The Union Block displays elements of the Richardsonian Romanesque style which was popular from 1880-1900. It was often seen in civic buildings and churches, but also can be seen in Spokane's downtown buildings from the post-fire rebuilding era in these vernacular commercial buildings.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*
   - The Union Building retains integrity of location, materials, workmanship, and association. The renovation of the ground floor occurred in 1972 or over 50 years ago and has gained significance. The building retains its overall form. The design of the building has been altered to a degree with the addition of

replacement windows, which are nonetheless in their historic location and openings. While detracting from the pre-2023 appearance of the building, they retain sufficient integrity to support the overall design of the building.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found on September 17, 2025 that the Union Block is eligible for listing on the Spokane Register under Category C – Architecture for its design by master architect, Herman Preusse as well as being a good example of Richardsonian Romanesque style. It is also significant under Category A in the area of Commerce for its association with the group of commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RES & ADD SPOKANE FALLS PTN OF LT 4-5 BLK 10 DAF: S55FT OF W48.25FT OF LT 4 & S55FT OF LT 5 TOG W/ W1/2 OF VAC ALLEY LYG ELY & ADJ TO (ORD# 22098 - 7308220215)

Parcel Number(s) **35184.1904 (address 218 N Howard Street)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **HOWARD PARTNERS LLC/GERRYS TREE & NURSERY INC** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: 9/21/2025

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **September, 2025**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **HOWARD PARTNERS LLC/GERRYS TREE & NURSERY INC (c/o Kevin Edwards)** (hereinafter "Owner"), the owners of the property located at **218 N Howard** commonly known as the **Union Block** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

John C. Eibl MEMBER OF LLC
Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

Megan M.K. Duvall

CITY OF SPOKANE

City Administrator

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 2nd day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Karen Edwards, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of September, 2025.

Tamera L Dolson

TAMERA L DOLSON
Notary Public
State of Washington
License Number 23028870
My Commission Expires
August 29, 2027

Notary Public in and for the State of Washington, residing at Spokane
My commission expires August 29, 2027

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____

Notary Public in and for the State of Washington, residing at Spokane

My commission expires_____

Attachment A

None

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

City Clerk No._____

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WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

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2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

John C. Eibl MEMBER OF LLC
Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

Megan M.K. Duvall

CITY OF SPOKANE

City Administrator

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 2nd day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Karen Edwards, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of September, 2025.

Tamera L Dolson

TAMERA L DOLSON
Notary Public
State of Washington
License Number 23028870
My Commission Expires
August 29, 2027

Notary Public in and for the State of Washington, residing at Spokane
My commission expires August 29, 2027

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____

Notary Public in and for the State of Washington, residing at Spokane

My commission expires_____

Attachment A

None

Secretary of The Interior's Standards

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9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Union Block

218 N. Howard Street



Charles Libby Collection, Northwest Museum of Arts & Culture, 1937

Spokane Register of Historic Places Nomination

Spokane Register of Historic Places
Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Union Block
And/Or Common Name: Same

2. Location

Street & Number: 218 N. Howard Street
City, State, Zip Code: Spokane, WA 99201
Parcel Number: 35184.1904

3. Classification

Category	**Ownership**	**Status**	**Present Use**	
☒building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☒commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☒yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: Kevin Edwards,
Street & Number: 225 W. Main Ste. 200
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: 509-939-8828; k.edwards@me.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable
Date: Enter survey date if applicable ☐Federal ☐State ☐County ☒Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☐excellent	☐unaltered
	☒good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	< one acre
Verbal Boundary Description:	RES & ADD SPOKANE FALLS PTN OF LT 4-5 BLK 10 DAF: S55FT OF W48.25FT OF LT 4 & S55FT OF LT 5 TOG W/ W1/2 OF VAC ALLEY LYG ELY & ADJ TO
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD, Principal Architectural Historian
Organization: Painter Preservation
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205
Telephone Number: 707-763-6500
E-mail Address: dianajpainter@gmail.com
Date Final Nomination Heard :

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

_____

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

DESCRIPTION OF PROPERTY

Summary statement

The 1890 Union Block is a three-story building with a rectangular footprint and a flat roof with a short parapet. It has a basement that includes both storage and crawl space within its rectangular footprint. The property line for the building is commensurate with the building footprint on the front (west) side, extending to behind the public sidewalk; extends to the halfway point between the subject building and the Bennett Block to the south, splitting the available space within this alley with the building next door; extends slightly beyond the rear (east) façade of the building; and forms a partywall with the neighboring Coeur d'Alene Plaza Apartments to the north.[1]

The building faces west, overlooking N. Howard Street. The building accommodates 5,722 square feet of commercial space on the ground floor and 11,772 square feet of residential space on the second and third floors. The parcel on which it is located is 7,215 square feet in size, which includes the dining patio on the south side of the building. Three primary entries, including the entry to the upper stories, are located on the front (west) façade. Secondary entries are located on the south and east facades, both accessing outdoor eating areas from the Steelhead Bar & Grill on the south and Atticus Coffee on the east. The ground floor businesses are accessed directly from the front sidewalk, while the upper floor residential units are accessed from a shared hallway.



Front (west) façade and south façade, looking northwest

[1] Note that the Spokane County Assessor uses the address of 218 N Howard St; and the addresses on the street are 218, 220 and 222 N. Howard Street. The building itself is signed as 218 N. Howard Street.

The exterior is finished in the original brick with sandstone accents on most of the building, with the exception of the ground floor of the front façade, which was renovated in 1972 and is now finished in brick veneer in the same stretcher bond pattern as the upper stories. The foundation and basement walls are rubble basalt and the roof is built up. Window and door frames are dark-colored anodized aluminum with the exception that the cast iron mullions between the windows on the upper floor on the front façade have been retained. The main character-defining features seen throughout the building are the arches above the various openings, including the four bays at the ground floor, added in 1972, that repeat the elliptical arches in the bays on the third level. Individual window openings are topped with segmental arches; the windows have brick sills.



Front (west) façade, window detail

Unique features are the flat arches with rounded corners that spring from the pilasters on the upper floor, and the projecting square panel with a round-arched insert that marks the central double pilaster on the building front. Other features at the cornice are a row depressed panels and a dentil course. Historically, windows on the building had one-over-one lights on the upper levels and side and rear facades, and display windows on the ground floor of the front façade. The individual windows throughout the building today have three lights, with the exception of the windows on the upper level on the front façade, which have single lights. The building retains its

display window configurations on the ground floor of the front façade from 1972. Window and door frames are dark colored anodized aluminum. The building, designed by prominent Spokane architect Herman Preuss, displays elements of the Richardsonian Romanesque style and was constructed in 1890, immediately after the Great Spokane Fire of 1889.

Location and setting

The Union Block at 218 N Howard Street is located in the heart of Spokane, immediately south of the Coeur d'Alene Hotel (now the Coeur d'Alene Plaza Apartments), which is at the southeast corner of Spokane Falls Blvd. and N. Howard Street. The block within which the building is located is bounded by N. Howard Street on the west, Spokane Falls Blvd. on the north, N. Stevens Street on the east, and W. Main Avenue on the south. South of the Union Block is a 10' east-west alley that has always divided the block here. To the south of the alley, on the N. Howard Street face, is the 1890-1892 Bennett Block, which is composed of three buildings and was listed in the Spokane Register of Historic Places in 2015. To the east of the Bennett Block is the ca. 1924 Ritz Theater. To its east is a small, 1891 building that was remodeled in 1987. The remainder of the block to the east is surface parking.

To the north of Spokane Falls Blvd is Riverfront Park, historically the grounds for Expo '74. Where Howard Street terminates here is a major entrance to Riverfront Park, marked with a monument sign and the 2005 Rotary Fountain by artist Harold Balazs and landscape architect Bob Perron. To the west of N. Howard Street is N. Wall Street which borders the east end of the two-block River Park Square, a modern in-city shopping center constructed in 1974. To the south of W. Main Street is the modern ten-story, 1967 Parkade parking garage, listed on the Spokane Register of Historic Places in 2023 and soon to be listed in the National Register of Historic Places. The block east of the subject block is mostly in surface parking. At the southeast corner is the 1908 four-story Kemp & Herbert Building, which was historically a department store and whose main tenant now is Aunties Bookstore. It is listed in the Spokane and National Registers. In the southwest corner is a small, one-story commercial building built in 1908 and remodeled in 1993.

Downtown Spokane in this area is a mix of historic, modern, and contemporary buildings, the oldest of which were constructed after the Spokane Fire of 1889. The closest historic district is the National Register-listed East Downtown Historic District, which is south and east of the subject property and block. Despite the mix of low- and mid-rise buildings in this area and the mix of historic and non-historic (or remodeled) buildings, the area is a compatible, urban mix, marred primarily by the presence of large surface parking lots, some of which were cleared for parking for Expo '74.



Setting, Union Block to left, Bennett Block in center, Parkade to rear

Exterior facades

Front (west) façade. The front façade of the Union Block is organized in four bays. At the ground floor are four segmental-arched openings, which cover flush display windows or recessed entries and display windows. Six pilasters (two in the middle) rise from the ground to the third-floor level, accented with regular bands of sandstone. The second floor level is composed of eight tall, one-over-one-light windows under a transom, each under shallow-arched openings, within anodized aluminum frames. The third level has four three-part windows within segmental-arched openings, with single lights and solid panels in place of transom windows. The upper level has a dental course below a band of paneled openings, below a parapet. In the center is a recessed, arched opening that surmounts the central pilasters.

At the ground level, the second and third bays (counting from the left or north) are recessed, leading to the entries to three spaces. The canted entry to 222 N. Howard leads to Atticus, a gift and coffee shop that occupies the two bays on the north side of the building. The entry to the upper floors is centered and parallel to the front façade. The canted entry to 218 N. Howard leads to the Steelhead Bar & Grill, which occupies two bays on the south side of the building. Each bay on the ground level features a segmental-arched opening behind the sidewalk. The first bay on the left side has anodized aluminum-frame display windows for Atticus, which consists of a three-part window with a transom, above a bulkhead. The entry itself, which is typical, is also framed in anodized aluminum and consists of a centered door with full-height glass, wide one-over-one-light sidelights, and a transom window under an arched opening. The windows within the north bay that open onto the Steelhead Bar & Grill are similar to the windows on the south bay.



West entry alcove looking at central entry

South façade. Around the corner on the south side of the building, is a smaller doorway under an arch that leads to the walkway that parallels the south façade of the building, which in turn leads to the east-west row of tables in an outdoor eating area. The south façade fronts on the alley between this building and the Bennett Block to the south, features single, paired, and grouped windows at the second and third levels that match the windows on the second level on the front façade. At the ground level is the previously mentioned door under an arched opening at the southwest corner. Toward the rear is another arched opening with a door with full-height glass, two-light sidelights, and transom windows, all within anodized aluminum frames. The two doors allow access to the outdoor patios from the Steelhead Bar & Grill. Other previous openings on this façade are bricked in.



Rear (east) façade, looking west

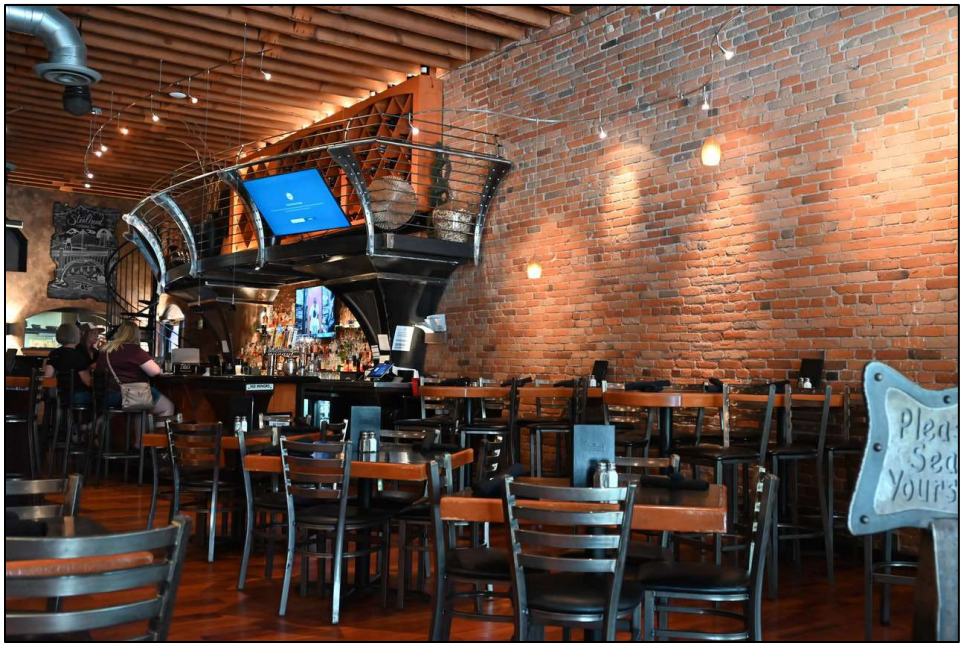
East façade. The rear (east) façade of the building has four bays with two individually placed, double-hung windows with transoms per bay. The windows are each within the same shallow-arched openings as seen on other windows on the front and north facades. At the ground level near the center of the building is a flush metal door below a solid panel under an arched opening. Other openings on this façade include windows and doors that serve an outdoor eating area for the Atticus coffee shop. All have anodized aluminum frames. The main door has full-height glass, a tall transom window, and narrow, full-height sidelights. The other windows here are narrow, under round arches, with brick planters below. To the left is a wood fence of horizontal wood that encloses HVAC equipment.

Modifications. The main changes to the Union Block occurred in 1972, which can be seen by comparing this façade to the 1937 photo of the front façade. The building front was likely changed before that, as the north and south facades at the front ground floors do not match, but concrete evidence was not found for this. The 1972 changes involved creating three recessed entries on the front façade, in place of the central flush entry and the recessed entries at the center of the north and south storefronts. The most recent change to the building exterior is the replacement windows, which were added throughout about 2023, when the wood windows were

removed and new anodized aluminum windows were installed. As a result, the proportions and degree of enclosure for the sash are changed.

Interiors

Ground floor. The ground floor of the Union Block has two primary spaces and the entry to the upper floors. All three entries are located in the centered recessed vestibule, which displays the anodized aluminum window and door frames seen elsewhere on the building and brick veneer finishes. The vestibule is lit with suspended globe fixtures. The entry to the stairs is directly behind the central panel on the front entry, whereas the entries to the north business, Atticus, a gift and coffee shop, and the south business, Steelhead Bar & Grill, are on canted faces within the vestibule. The stairway to the second floor is on the left side, while an enclosed area on the right side contains mechanical equipment. Atticus is primarily a large open space, with a restroom, walk-in cooler, and secondary stair to the basement. An exit on the rear facade leads to an outdoor patio. The main open space for the Steelhead Bar & Grill contains the dining room and a bar. To the rear of the space is a kitchen and restrooms and a back stair to the upper floor. An exterior entry on the south side leads to an outdoor eating patio. A rear entry leads to the rear walkway and HVAC site.



Steelhead Bar & Grill, looking southeast

Second and third floors. The second floor of the building contains four apartments. A centered hall has doors to three units while an additional hallway toward the front (west) side of the floor accesses the fourth unit and a stair to the ground floor and the third floor. The third floor contains a centered hall which accesses an additional four units. The stair to the second floor here is on the west end of the hall.



Apartment, kitchen and dining area, typical

Basement. The basement is accessed via a stair on the front (west side) of the building and two stairs on the rear (east side), one on each side of the central structural wall. The basement includes small and large storage spaces, and a walk-in freezer. A crawl space occupies the southwest quarter of the basement. The entire west side is about 2' lower than the north side.

Modifications. Few changes have taken place to the ground floor of the building. The stair to the second floor is new, and a mechanical space was added. The second and third floor are all new spaces – the historical SRO (single room occupancy) units were demolished. On the second floor the back stair to the ground floor was removed. No substantial changes were made to the basement.

INTEGRITY

The configuration of the Union Block displays good exterior integrity to its 1972 renovation, in which the ground floor of the front (west) façade was altered and interior finishes on the ground floor removed. The exterior of the building was altered in 2023, when windows and doors were replaced throughout. Beginning in 2021, the two upper floors of the building, which were historically in residential uses, were renovated but retain the residential uses, with eight apartment units in a new layout and with new materials.

The following analysis discusses the integrity of the building. A property must possess integrity of location, design, materials, workmanship and association to be considered eligible for listing in the Spokane Register. The following is a response to these aspects of integrity for the Union Block.

Location is the place where the historic property was constructed or the place where the historic event occurred.

The building is in its original location.

Design is the combination of elements that create the form, plan, space, structure, and style of a property.

The front façade of the ground floor of the building was altered in 1972, and the windows and doors on the east façade were altered in 1974. Both changes are over 50 years old. They have therefore achieved significance in themselves. The design of the building has been altered more recently, in 2023, with the addition of new windows and entries in anodized aluminum. While the design of the windows has been changed, they are within their historic openings and therefore retain a degree of integrity.

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

Materials that have been added to the building include the brick veneer at the ground floor on the front façade. This change occurred in 1972 however, so is over 50 years old. The windows and doors have been changed from the original wood to anodized aluminum. The current windows and doors were added in 2023; research did not reveal the dates for earlier changes, if they occurred, with the exception of the east façade windows and doors, which were replaced in 1974.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

The workmanship of the building is intact. The brick veneer on the front ground floor façade differs in craftsmanship from the brick masonry construction of the main building, but this occurred over 50 years ago. The anodized aluminum window and door frames differ in workmanship from what may have been there historically, which was likely wood. It is not known whether aluminum frames were installed in the 1972 remodel.

Association is the direct link between an important historic event or person and a historic property.

The association of the building is intact. The building was historically used for commercial and residential uses, and this continues to be the case today.

Summary

The Union Building retains integrity of location, materials, workmanship, and association. The renovation of the ground floor occurred in 1972 or over 50 years ago and has gained significance in itself. The building retains its overall form. The design of the building has been altered to a degree with the addition of replacement windows, which are nonetheless in their historic location and openings. While detracting from the pre-2023 appearance of the building, they retain sufficient integrity to support the overall design of the building.

STATEMENT OF SIGNIFICANCE

The 1890 Union Block building is significant and eligible for listing in the Spokane Register of Historic Places under Category A in the area of Commerce for its association with the group of commercial or commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire to serve the needs of Spokane's citizens and business owners in the downtown core. One of the reportedly ten remaining buildings from this period, it continues to serve as a commercial space on the ground floor with residential uses on the upper floors, as it did historically.[2] The building is also significant under Category C in the area of the work of a master, for its association with the prominent Spokane architect, Herman Preusse. The period of significance is 1890, based on the initial construction date for the property (C) and the period of rebuilding immediately after Spokane's Great Fire of 1889 (A); and 1972, the date of a renovation of the building after a fire, which is over 50 years ago and has achieved significance in itself (C).

HISTORIC CONTEXT

The block on which the Union Block building is located was historically at the heart of the city of Spokane. A walking tour map showing historic sites (no date) marks the "Four Corners" here, which is the intersection of Spokane Falls Blvd. (Front Street on historical maps) and Howard Street. On the historical map, the buildings that are noted here are Glover & Gilliam Livery Stable in the northwest corner; California House in the northeast corner; Glover's First Separate Dwelling in the southeast corner, where the subject building is located; and James N. Glover's Store, 1873, in the southwest corner. Also noted is the Coeur d'Alene Hotel, which can also be seen on the 1902 Sanborn Fire Insurance map as the Coeur d'Alene Theatre (see Figure 13).[3]

Early Spokane

Spokane got off to a slow start as the regional hub it would become later. A sawmill was established in 1873 and a grist mill followed a few years later. The promise of the Northern Pacific railroad led to the town being platted in 1878, but Spokane did not witness substantial growth until the discovery of gold in the Coeur d'Alene mining district, attracting prospectors, speculators, and petty capitalists, according to cultural geographer Donald Meinig.[4] About this time the population in the vicinity of Spokan Falls was 350 people.[5]

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[2] Twelve extant buildings that were constructed in 1889 and 1890 in Spokane are listed as having historic significance in Tony and Suzzanne Bamonte's book *Spokane, Our Early History, Under All Is The Land,* based on Spokane's first historic survey and Hyslop's *Building Blocks.* Tony and Suzanne Bamonte, *Spokane, Our Early History, Under All Is The Land.* Spokane, WA: Tornado Creek Publications and Spokane Association of Realtors Centennial, 2011:297-300.

[3] This map is on p. 28 of Tony and Suzanne Bamonte's *Spokane, Our Early History,* It is called, "Map of the walking tour of early Spokane from Barbara F. Cochran's book, *Exploring Spokane's Past, Tours to Historical Sites,* published by Ye Galleon Press, 1979. The site was occupied by the Loewenberg Block in 1891k the Coeur d'Alene Theatre in 1902, and the Hotel Coeur d'Alene in 1910, based on Sanborn Fire Insurance maps. It was occupied by the Union Block in April 1888 and February 1889, pre-fire years.

[4] Donald W. Meinig, "Spokane and the Inland Empire: Historical Geographic Systems and a Sense of Place.," David H. Stratten, editor, *Spokane & the Inland Empire.* Pullman, WA: Washington State University Press, 1991:13.

[5] Spokane was initially called Spokan Falls.

A colorful portrait of early Spokane was presented in a 1933 newspaper article that presented the Union Block and the downtown core, covering the years of 1878 to 1883, the latter date being the date of the first fire that affected the Union Block. As noted in the article, 1881 was quite a momentous year for Spokane, marked by incorporation, the coming of the Northern Pacific railroad (the Northern Pacific would be connected to the transcontinental railroad in 1883), and the founding of today's Gonzaga University.[6] Business development began the following year with the establishment of the Echo flour mill and the First National Bank at Front and Howard streets. The fire that burned the Union Block and nearby business blocks occurred on January 19, 1883.[7]

As described in the article, the author notes that in these early days, "The buildings were almost entirely of frame construction, with little paint. A busy little sawmill with its small circular saw turned out material for the wooden structures springing up on every hand. There were a few business houses in 1883 along Riverside as far west as Post Street, but most of them clung tenaciously to the vicinity of Front, Main and Howard. . . . With the exception of perhaps a dozen two-story buildings, the business houses were rows of unpainted, one-story frame structures, many with false fronts." [8]

The author continues with a description of the people: "The streets were crowded with a picturesque frontier throng of prospectors lured by the discoveries of gold in the Coeur d'Alenes; cowboys from the Big Bend ranges; Canadian Boatmen from the upper Columbia buying merchandise; Chinese selling fine gold from the sands of the Columbia; and lumberjacks and ranchers. Indians gathered for their powwows or to catch and smoke fish at their favorite rendezvous. Curley Jim and his tribesmen among the Spokanes had campgrounds in Peaceful Valley and in Indian Canyon. Garry, chief of the Spokanes, the friend of the white man, who kept peace among reds and whites, was a familiar figure on the village streets."[9]

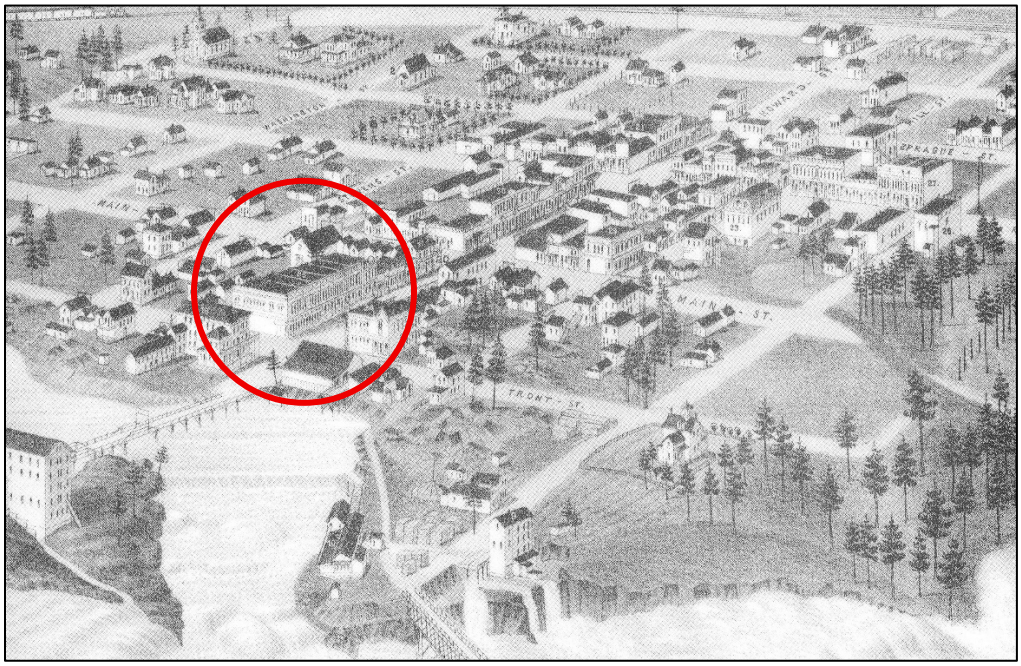
The fire of 1883 started at the Union Block, burning the F.R. Moore & Co. building from Front Avenue south to the alley on Howard: "It wiped out several stores, the post office and a restaurant or two." Rebuilding involved replacing twelve buildings. Five, including the Union Block, were rebuilt in brick. By the end of 1883 the town of 1,500 boasted two newspapers, six law firms, eight physicians, a dentist, a college president, six teachers and six real estate and insurance offices.[10]

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[6] "Spokane Falls Lusty Infant in 1883," *The Spokesman-Review,* July 22, 1933:23.
[7] Another source notes February 27, 1882 for the date of the fire (or possibly another fire). "Scooped Water from the River to Fight Fires," *Spokane Chronicle,* February 29, 1924:3.
[8] "Spokane Falls Lusty Infant in 1883," *The Spokesman-Review,* July 22, 1933:23.
[9] Ibid.
[10] Ibid.

Before the Great Fire

The subject city block was built up gradually between the time it was rebuilt after the fire of 1883 and the fire of 1889, which burned the entire block again (see Figure 8 for the rebuilt block in 1884). The Sanborn Fire Insurance map of 1884 that shows the block face on the east side of Howard Street between Front and Main streets contained the subject property (on the north half) and that it developed with partywall structures, but the block as a whole does not display a great deal of density. This block face had a general merchandise store on the north corner, a saloon with a printing shop on the second floor to the south, and a grocery store and wholesale liquor store on the subject lots (see above). Within the half block behind these shops were freestanding buildings arranged in a somewhat random pattern that included one Chinese business and a Chinese wash house on Front Street.



Bird's-eye view of the Union Block in 1884

Two additional Sanborn Fire Insurance maps that were published from the period immediately before the Great Fire show the area becoming denser. About a year before the fire, in April 1888, this entire block face was called the Union Block (see Figure 8). It was composed of five lots with four businesses; the two subject lots held a dry goods and notions store and a liquor store. The businesses within the rest of the half block to the east included two female boarding houses, four Chinese businesses, a hotel, plus numerous sheds. The February 1889 map was much the same, dominated by Chinese businesses, female boarding houses, and one hotel.[11]

Downtown Spokane was quite built out before the Great Fire of 1889. As can be seen on the 1888 map (see Figure 9), many of the buildings on the subject block were wood, although the

[11] For an illustration of the building types, see Figure 14. The building burned again in 1971 when it served as the Howard Hotel, a residential hotel. "Blaze Hits City Hotel," *Spokane Chronicle,* January 9, 1971:19.

buildings on the half block facing Howard Street between Front Street and the alley between Front and Main streets were brick, with the exception of one stone building. The largest of the new 1884 buildings was the Union Block (see Figure 11).[12] Built by I.T. Benham & Sons, it was two stories in height and 140' x 80' in size. The building was estimated to cost $35,000 to build and sported cast iron columns and large display windows. It was developed by local business and professional men Moore & Goldsmith, E.G. Hyde, R.W. Forrest and Dr. J.E. Gandy.[13] Loewenberg Brothers, who sold general merchandise, and the Pantheon Saloon were among the well-known tenants (see Figure 10).

The Great Fire and rebuilding

By the year of Great Spokane Fire, the population of Spokane had increased to 20,000, fueled by mining, timber, agriculture, and water power resources. Businesses in the downtown included six banks, 12 blacksmiths, 15 barbers, four cigar factories, ten lunch counters, 16 restaurants, three theaters, 30 groceries, 30+ real estate offices, and more than 40 saloons.[14] Fire broke out on August 4, 1889 beginning in a row of frame buildings adjacent to the Northern Pacific tracks; it destroyed 32 city blocks of the downtown business district.[15]

Historians have repeatedly remarked on how quickly Spokane rebuilt after the 1889 fire.[16] In the souvenir booklet for Spokane's 1890 Northwest Industrial Exposition just a year after the fire, the authors bragged that about 100 new elaborate brick, masonry, and terra cotta commercial buildings had been constructed in the downtown, many designed by prominent architects.[17] Despite or maybe because of its rapid recovery from the fire, Spokanites were wildly optimistic about the city's future: "Real Estate Transfers in 1889 were $18,507,525, which far exceed Portland, Seattle or Tacoma. This year [1890] the realty market promises to be still better. Many millions of dollars will be expended during this season in improvements, and everything points to the fact that 1890 will be the greatest year ever known in our history."[18]

The first map Sanborn Fire Insurance map created in the post-fire era is dated January 1890 and shows the present Union Block, which occupied the same two lots that it does today (see Figure 13). The only other buildings on the half block were a four-story building at the corner of Howard and Front streets and a small, three-story shop facing Front. The next map, dated 1891, shows that Spokane was still making fast progress on rebuilding. The three story, two-lot Union Block housed wholesale goods. At the southeast corner of Front and Howard streets was the four-story Loewenberg Block, which was a wholesale dry goods business. To the rear of the two buildings was the Alliance building, which contained nine shopfronts, three facing Front Street, three facing the north-south alley in back of the Union and Loewenberg blocks, and three facing

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[12] "Downtown was made of building blocks," February 11, 1988:49.
[13] *The Spokesman-Review,* January 5, 1884:5. "Built First Brick Block in Spokane," *Spokane Chronicle,* October 29, 1929:3.
[14] Linda Yeomans, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015:11, quoting William Stimson in *A View of the Falls: an Illustrated History of Spokane.*
[15] Craig Holstine, *National Register of Historic Places Multiple Property Documentation Form, Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910,* September 14, 1993:Section E, Page 4.
[16] Laura Arksey, "Great Spokane Fire (1889)," *HistoryLink.org,* March 20, 2006.
[17] "Spokane History," *Downtown Spokane Heritage Walk,* https://www.historicspokane.org/HeritageTours/downtown/history.html, accessed July 2025.
[18] "Real Estate Transfers," *The Spokesman-Review,* August 5, 1890:11.

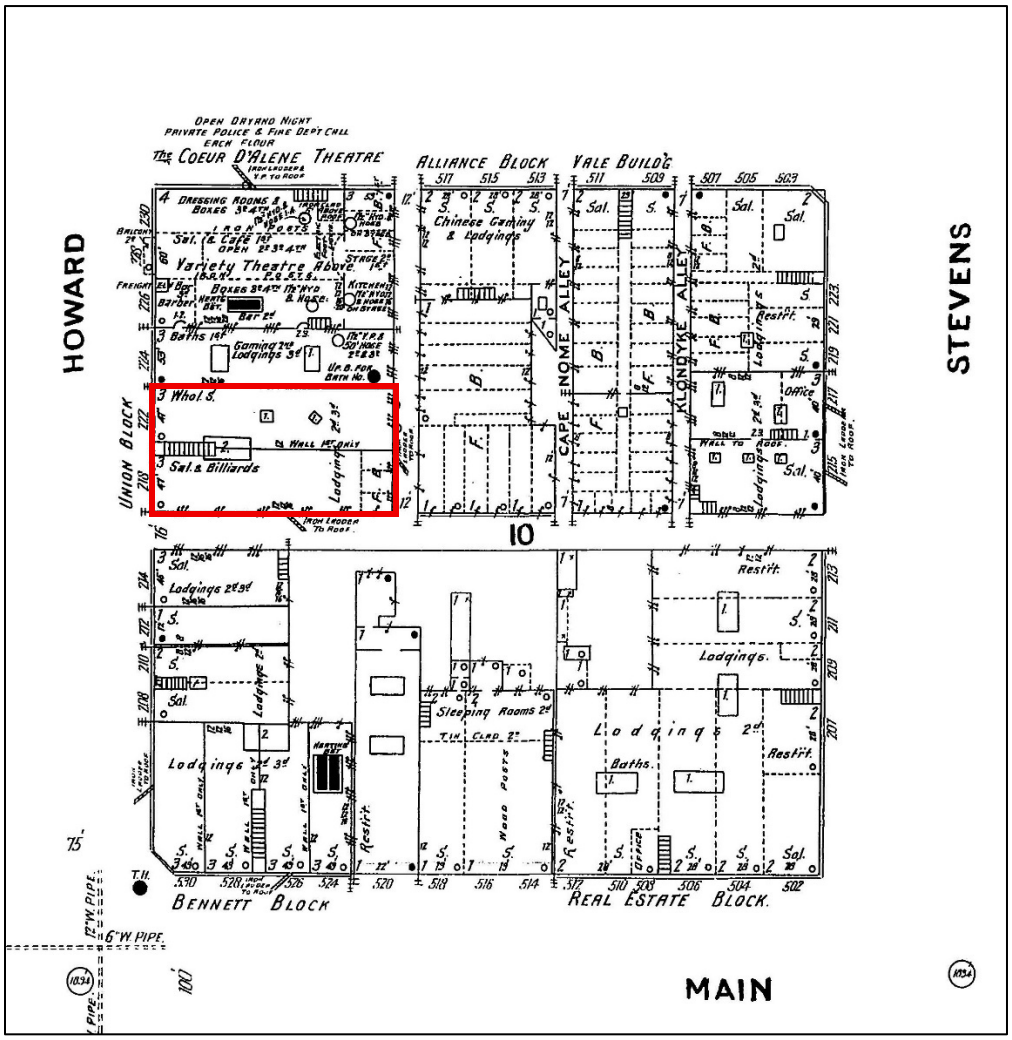
the rear east-west alley just south of the Union Block. At this time, the south half of the subject block, across an alley and facing onto Riverside Avenue, is a row of single-lot shops that make up the Bennett Block, the Varsity Theatre, an unnamed building, and the "Real Estate Block."

20th century Spokane

The recovery from the 1889 fire had been financed largely by Dutch bankers and the Hypotheek Bank, who foreclosed on many buildings during the Panic of 1893. The Dutch sold out to new local investors, who soon began a second building spree after the post-fire building spree.[19] Developers were able to rebuild with funds gained from the mines, which they invested in real estate and commercial development.[20] Between about 1900 and about 1912, "a great flurry of construction created a modern urban profile of office buildings, banks, department stores, hotels, and other commercial institutions concentrated in an area between the Spokane River to the north and the original Northern Pacific tracks at the base of South Hill."[21] By the end of the boom Spokane had a population of 104,402, triple its population of 36,848 in 1900. However, the following decade, from 1910 to 1920, the Spokane population only gained 35 people.[22]

By the date of the next Sanborn Fire Insurance map, which was 1902, the entire block on which the Union Block is located was densely developed (see Figure 14). At that time the block was defined by Howard Street on the west (as it is today), Front Avenue on the north, Stevens Street on the east, and Main Avenue on the south. An east-west alley separated north and south halves of the block (as it does today), and three additional alleys ran north-south within the north half of the block. The two easterly north-south alleys were named Cape Nome Alley and Klondike Alley; they were only 7' wide. The four-story Coeur d'Alene Theatre was located at Howard Street and Front Avenue and faced north (see Figure 14).

[19] Meinig, "Spokane and the Inland Empire," 39.
[20] Meinig, "Spokane and the Inland Empire," 39.
[21] Meinig, "Spokane and the Inland Empire," 19.
[22] "Demographics," *Spokane, Washington,* https://en.wikipedia.org/wiki/Spokane,_Washington#Demographics, accessed July 2025.



The 1890 Union Block in 1902

The subject property housed a wholesale business on the north ground floor and a saloon and billiards on the south ground floor (addressed as 222 and 218, respectively); the top two floors contained lodgings. The remainder of the block was made up of “Chinese gaming” and “female boarding” lodgings in two-story buildings with the exception of an office, restaurant, and saloon facing onto Stevens Street. The south half of the block was also densely developed, mostly with shops and saloons on the ground floor and lodgings above. The block to the north (where the Rotary Fountain is today) contained Spokane’s 1894 Romanesque Revival City Hall, City Fire Department, and City Jail.

The 1910 Sanborn Fire Insurance map shows that the block on which the subject building is located was very densely developed, as were neighboring blocks. The six-story Coeur d’Alene Hotel (two floors had been added) was located at the corner of Front Avenue and Howard Street. The subject building had two 47’ wide shops on the ground floor addressed as 218 and 222, separated by a narrow frontage addressed as 218 Howard Street that led to the stairs to the upper floors. Most of the buildings on the block were two stories in height. In addition to

shops and lodgings (and one Japanese hand laundry), two moving pictures houses were located on the block.

The last two available Sanborn maps are dated 1950 and 1953. They show that both the north and south halves of the subject block were densely developed. In 1950 the south half of the subject building housed the "Military Police Headquarters (see Figure 17)." There was a shop in the north half. The six-story Hotel Coeur d'Alene to the north was still in place. Another use on the north half of the block was the American Volunteers Social Center and Library. Many of the other uses on the half block were shops and restaurants in two- and three-story buildings. There was only one north-south alley.

Today the three-part building on the south half of the block that faces onto Howard Street is the Bennett Block, which is listed in the Spokane Register of Historic Places.[23] The adjacent building to the east of the Bennett Block is the ca. 1924 Ritz Theater. The small building adjacent to the Ritz Theater is dated 1891 but was remodeled for a modern appearance in ca. 2014. The east half of the entire block is vacant and used for surface parking.[24]

The Union Block in 1937

The earliest detailed photograph of the 1890 Union Block found in the course of research is dated 1937.[25] Although the building suffered another fire in June 1971, the upper stories on the front façade remained intact as built, based on this photograph, until 2021, when interior demolition work on the upper two floors, followed by window replacements in about 2023, was undertaken on the building. The ground level frontage as shown in 1937 likely reflects its early appearance, although the storefronts on either side of the entry are different, which may indicate a change before 1937. The centered entry to the upstairs is within a shallow-arched opening under an enclosed gable, finished in clay tile and surmounted by paired, two-over-two-light windows. The double doors have eight lights in each leaf.

The storefront to the right (south) in this photo has a centered, recessed entry. To each side are large display windows above a low bulkhead. The storefront ensemble is surmounted by a six-light transom window. Cast iron columns with ornate capitals frame the entry and form divisions within the transom. The storefront to the left (north) also has a centered recessed entry. Large display windows flank this entry, with "Café" spelled out on the left window and "Wine" spelled out on the right side. The bulkhead is higher here and appears to be tiled. The transom is made up of 18 lights.

[23] Linda Yeomans, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015.
[24] A significant amount of new surface parking was created to serve Expo '74.
[25] Building at 218 N Howard, Libby Studio Photograph Collection, Museum of Art and Culture, L87-1.111947-37, date taken: June 5th, 1937. No commensurate photos are available for the side and rear facades.



The 1890 Union Block in 1937

The Union Block in 1971

In 1971 the Union Block building housed the Howard Hotel. In June 1971 a fire at the hotel began in the "Fat Jack Tavern" in the southwest corner of the building and traveled to the third floor. At this time, the ground floor of the Howard Hotel also served as a dining room for the Coeur d'Alene Hotel next door. The upper floors served as sleeping rooms and had 26 occupants the night of the fire.[26]

In 1972 the building was sold for under $100,000, according to a February 20, 1972 newspaper article.[27] At this time the upper floors appeared as they had earlier, as did the entry to the upper floors. The storefront on the left, however, was flush with the building façade and included a double, aluminum-frame door with full-height glass (the storefront on the right was not visible in the photograph).

[26] "Blaze Hits City Hotel," *Spokane Daily Chronicle,* June 9, 1971:19.
[27] "Downtown Building Sold," *The Spokesman-Review,* February 20, 1972:51.



The Union Block ca 1972

A May 1972 article announced that the building was being remodeled to reflect "the elegance of the past with the efficiency of the present," and the remodel would cost $200,000.[28] The south side of the building would be a Taco Time and the north side would house Myke's West, a men's clothing store. The wood beams and brick walls of the ground floor were exposed at this time for "a better interior atmosphere" and to offer "a touch of the past."[29] The upper floors were to contain offices; the architect was E. Norman Sylvester Associates. A rendering of the new building façade was published in the May 4, 1972 issue of the *Spokane Chronicle.* The proposed ground floor had the same appearance as it does today (see Figure 18).[30]

Summary

While the appearance of the Union Block has remained largely the same until its recent renovation in 2023, the commercial uses at the ground floor of the Union Block building have changed over time. Atticus, a gift store and coffee shop at 222 N. Howard on the north side of the building, has been in place since 2009. The Steelhead Bar & Grill, a restaurant at 218 N. Howard on the south side of the building, has been in place since at least 2006, about the time Taco Time moved out. One interesting business that was in place at 222 N. Howard for several years beginning in 1982 was the Four Seasons Coffee Co, owned by Tom Hutchison. This business introduced espresso coffee, coffee roasting, and culinary classes to Spokane in the

[28] "Remodeling of Old Hotel Under Way," *Spokane Chronicle,* May 3, 1972:10.
[29] "Woman to Head New Restaurant," *The Spokesman-Review,* August 3, 1972:5.
[30] "Building Redecorated," *Spokane Chronicle,* May 4, 1972:10.

1980s. An interesting fact about the building in 1984 is that murals dating from when the basement of the building was a speakeasy in the 1920s still existed and was one of the few traces from this era left in Spokane.[31]

The most recent sale of the building occurred in 2021.[32] The ground floor of the Union Block appears today as when it was remodeled in 1972. The two upper floors of the interior were remodeled in 2023 with the addition of eight apartments in place of the former Single Room Occupancy (SRO) units. New windows were added throughout the building ca. 2023.[33] For a detailed description of the building's current appearance, see Section 7.

ARCHITECTURAL CONTEXT

The Richardsonian Romanesque style

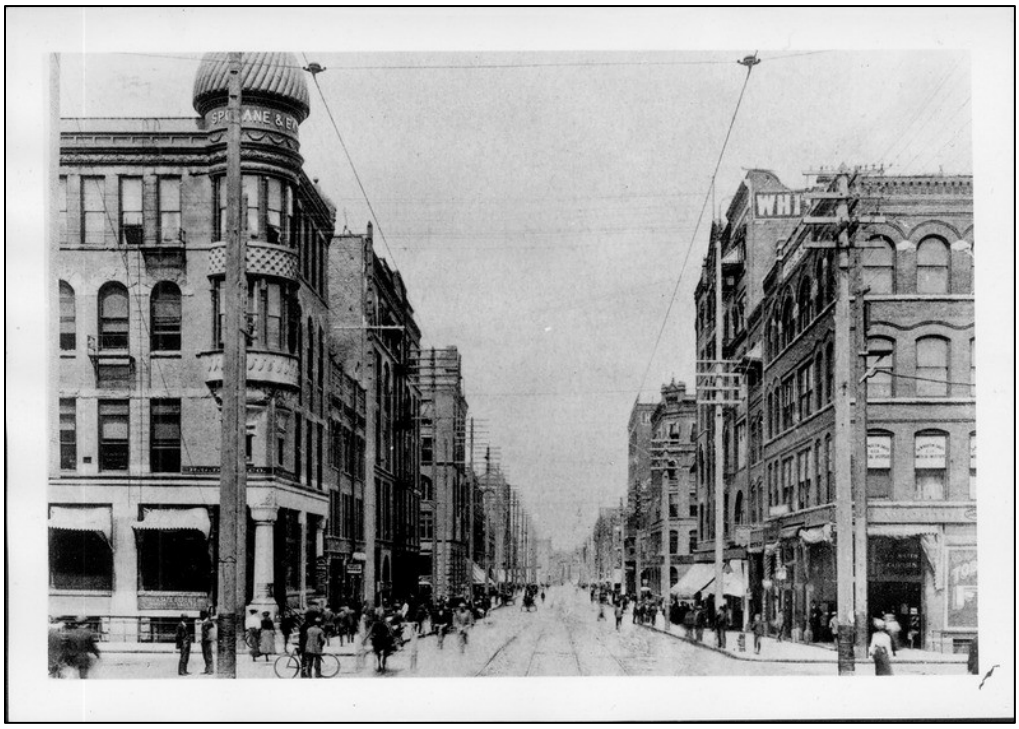
The Union Block displays elements of the Richardsonian Romanesque style, which according to some architectural historians followed on the Romanesque Revival style, although the names of the styles are also sometimes used interchangeably.[34] Spokane's 1894 City Hall, Fire Station and Jail, built just a half block north of the Union Block (the site of the Rotary Fountain today) is perhaps Spokane's most spectacular example of the Romanesque Revival style. Designed by prominent architect Willis A. Ritchie, it was unfortunately demolished in 1913 to make way for Union Station.[35]

The Richardsonian Romanesque style was popular in the US from 1880 to 1900 and beyond. It was often seen in civic buildings and churches, but also can be seen in Spokane's downtown buildings from the post-fire rebuilding era in these vernacular commercial buildings.

Overall, a Richardsonian Romanesque building will have a simpler form than a Romanesque Revival building, and simpler architectural details, relying on the use of materials, colors and textures for embellishment, whereas a Romanesque Revival building might have a more complex form, complex roof forms, and towers and similar features. In contrast to a freestanding building, the Richardsonian Romanesque commercial buildings in Spokane had flat roofs and partywalls. Windows often have one-over-one-lights and may be individually placed, placed in pairs, or grouped, and were vertically aligned.

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[31] "The seamy side of old Spokane," *The Spokesman-Review,* March 4, 1984:60. These murals are still extant.
[32] A previous sale occurred in 2009.
[33] Windows and doors on the east side of the building had previously been replaced in 1974.
[34] See for example, Cyril M Harris, *American Architecture, An Illustrated Encyclopedia.* New York, NY: W. W. Norton & Company, 1998:276.
[35] Note that Ochsner and Anderson refer to this building as Richardsonian. Jeffrey Karl Ochsner and Dennis Alan Andersen, *Distant Corner, Seattle Architects and the Legacy of H.H. Richardson.* Seattle, WA: University of Washington Press, 2003:276.



Vernacular commercial buildings, Howard Street, ca 1890-1900

The most easily recognized element seen in both the Romanesque Revival and Richardsonian Romanesque style is the use of round-arched (or semi-circular arched) openings for doors and windows or round arches in combination with flat arches on building facades (see for example the Bennett Block at 530 W. Main Street). The use of this element, as well as other arched openings, can be seen in the buildings that make up Spokane's downtown streets that were rebuilt after the 1889 fire, including the Union Block, although the Union Block makes use of segmental (or curved) and elliptical arches, rather than round arches.[36]

Spokane's buildings that were designed and constructed after the 1889 fire might be called vernacular commercial buildings with some Richardsonian Romanesque details (see Figure 19). They are typically brick with stone detailing, often using rusticated stone to add visual weight to the building, although the Union Block, which is a brick masonry building, utilizes smooth sandstone as an accent.

The Union Block is distinctive for its use of elliptical arches and the way in which the pilasters and (nearly) flat arches reinforce the four window bays. The tall cornice with its row of recessed panels above the dentil course is also distinctive, as is the emphasis on the central entry, which is reinforced by the centered detail at the cornice and the double pilasters. Historically, before 1971-72, the ground floor level with its two retail bays contrasted with the upper two levels. After the remodel, elliptical arches and brick cladding repeated the elements of the upper level at the ground level and carried the line of the pilasters to the ground. This creates a different appearance to the building but it is not uncommon for the ground level of a building with retail

[36] Note that the use of segmental arches is common in brick masonry buildings contribute to the structural integrity of the building.

uses at the ground floor to see changes over time. The three part windows at the second level and the single-light windows at the third level of the building contrast with the one-over-one-light windows that were in place on the building historically and that are typical of commercial buildings of this era. These are not character-defining features.

Architect Herman Preusse (1847-1926)

Herman Preusse, the first professional architect to practice in Spokane, was the designer of the 1890 Union Block.[37] Preusse was born in 1847 in Hanover, Germany. After his early education, when he studied engineering, he gained architectural experience working for his stepfather, well-known architect Wilhelm Mehl, for three years. He then (about 1894) took on his studies in architecture at the College for Applied Science and Art in Holzminden, Germany, Germany's first school of architecture.[38]

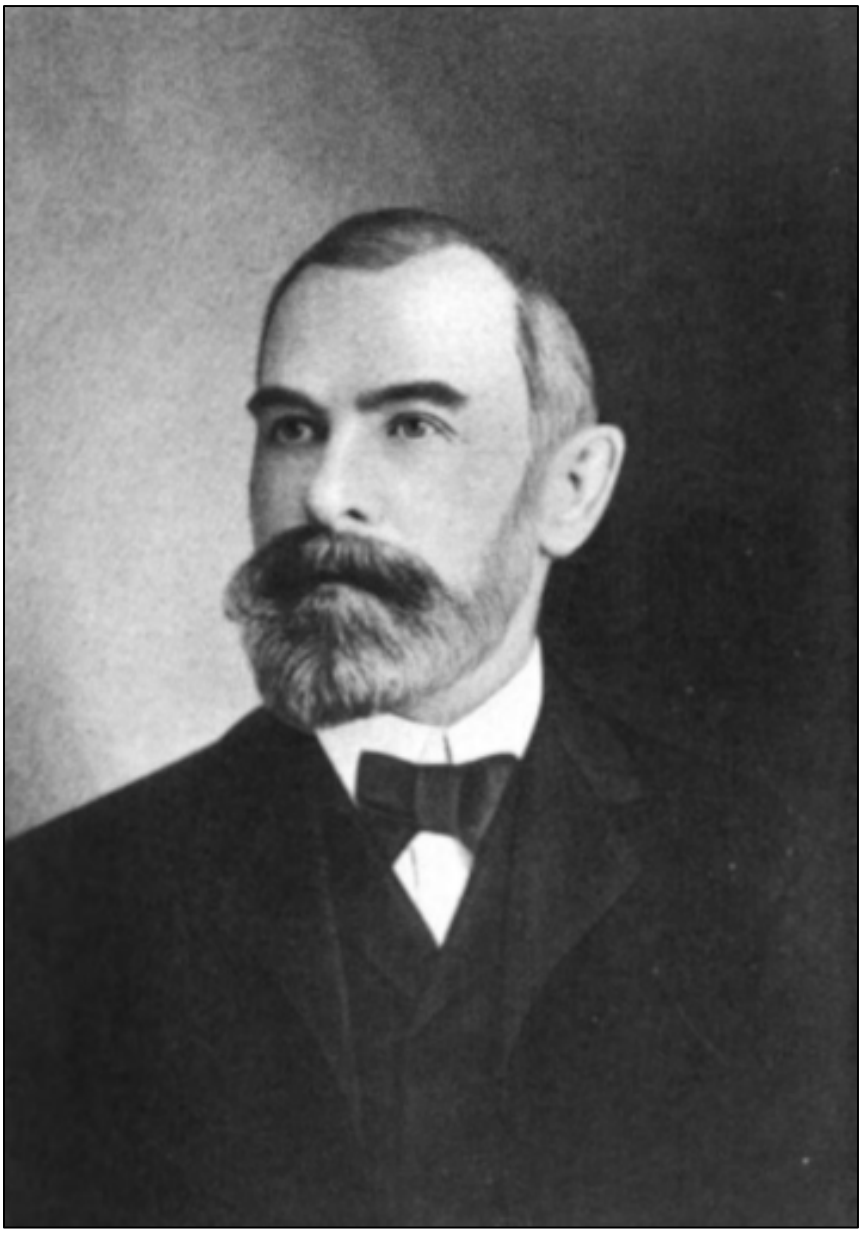
Preusse's university recommended him for his first professional project, to supervise the construction of the Bessemer steel works at Osnabruck, Germany.[39] After completing this project he immigrated to New York at the age of 23, arriving in June 1870. He then traveled to Chicago, where he worked for the North Chicago Rolling Mills, which supplied the railroad industry in the 1870s and 1880s, at about the time they installed a Bessemer furnace.[40] He left Chicago in 1871 for health reasons, after the Great Fire of 1871, then worked for a period of time in San Bernadino, California. And after making stops in San Francisco, Sterling, Kansas, and Kansas City, Missouri, Preusse ventured to Spokane in 1882 to further his career.[41]

In 1883, when the Northern Pacific Railroad successfully constructed a line that connected Spokane with Chicago and beyond, Spokane's officials sought an architect to assist with the design of new downtown commercial buildings that would boost its image as 'a progressive and prospering city.'[42] Fortuitously, they found assistance in achieving their goals in Herman Preusse.

Preusse had a successful career in Spokane before the Great Spokane Fire. He was credited in the 1912 *History of the City of Spokane and Spokane County Washington* as 'contributing perhaps more largely to the upbuilding of Spokane in his line of business than any other one man.'[43] When a fire destroyed buildings at the location of the future 1884 Union Block, the site was rebuilt into the largest commercial block in downtown at that time and Preusse moved his office into the building (see Figure 11). At the time the newspaper said of him, "He has

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[37] Lisa Kalhar Melton, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. Thesis, University of Oregon, June 2001:2.
[38] Herman Preusse (Architect), Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/3448/, accessed July 2025.
[39] "Herman Preusse," *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement,* Vol 1. Spokane, WA: The S.J. Clarke Publishing Company, 1912:261.
[40] Herman Preusse (Architect), Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/3448/, accessed July 2025.
[41] "Herman Preusse," *Spokane and the Spokane Country . . .* 261.
[42] Stefanie Pettit, "Landmarks: Spokane's first architect left mark on city," *The Spokesman-Review,* June 5, 2014. See also Lisa Kalhar Melton, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. thesis, University of Oregon, June 2001:2.7.
[43] "Herman Preusse," *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement,* Vol 1. Spokane, WA: The S.J. Clarke Publishing Company, 1912:261.



Herman Preusse, architect for the 1890 Union Block

supintended [sic] the construction of some of our finest blocks, which stand as evidence to his proficiency."[44]

Most, if not all, of Preusse's downtown buildings were destroyed in the 1889 fire, which left 32 blocks of the downtown area in rubble. Despite this setback, he went on to hold the distinction of

[44] [H. Preuss], *The Spokesman-Review,* March 8, 1884:3.

undertaking more contracts for buildings in the years directly after the fire of 1889 than any other architect in the city.[45]

Preusse entered into a partnership with Julius Zittell in 1893. From this point on, Preusse continued to design buildings on his own and with Zittell, who also served as the Washington State Architect in this time frame. It is from this post-fire era of his career and his partnership with Zittel that we know the most about his architectural production.

In his 1926 obituary and in the 1912 profile of Preusse in *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement*, buildings by Preusse were noted as the Auditorium Building, the Jamison Block, the Blalock Building, the Fernwell Block (SRHP, listed in 1986), the Granite Building, the Ziegler Building, and the Victoria and Pacific hotels, among others.[46]

Naturally Preusse's works constructed after the 1889 fire are the most available for study, as his own work and his and his partner Julius Zittell's buildings from this era are more likely to have survived.[47] Another good source of information on Preusse's works is the Pacific Coast Architecture Database (PCAD), which includes detailed histories of some individual buildings and demolition dates when known.[48] This resource also has the advantage of listing buildings in locations outside of downtown Spokane, such as the Carnegie Library in Ritzville, and other resource types, such as residences.

Additional sources of information about buildings by Preusse or Preusse and Zittell are are found in Sally Woodbridge and Roger Montgomey's *A Guide to Architecture in Washington State*[49] and Lisa Kalhar Melton's M.A. thesis from the University of Oregon entitled, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings."[50] The following is a brief description of some of his most noteworthy commercial, educational, and religious buildings in Spokane and beyond.

Preusse designed three buildings on today' s Washington State University campus for the Agricultural College, Experiment Station and School of Science (no longer extant).

Preusse was named the architect for Gonzaga University, a Jesuit university. He designed Saint Aloysius Church on the Gonzaga campus and the Cathedral of Our Lady of Lourdes for the Roman Catholic Dioceses of Spokane. Both are still extant. The cathedral is in the Riverside Avenue National Register Historic District. He also designed Holy Names Academy, which is

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[45] Linda Yeomans, Linda, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015:18, quoting EWSHS, *Seattle Skyline* . . .42.
[46] "Herman Preusse, Architect, Dies," *The Spokesman-Review,* December 11, 1926:1. Op cit, "Herman Preusse, *Spokane and the Spokane Country . . .*262. Note that some of these buildings are no longer extant, and some are known by other names today.
[47] Note that works that are listed in the 1912 *Spokane and the Spokane Country . . .*history or in his 1926 obituary may no longer be extant or may be known by other names now.
[48] "Herman Preusse (Architect)," Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/3448/, accessed July 2025.
[49] Sally B. Woodbridge and Roger Montgomery, *A Guide to Architecture in Washington State.* Seattle, WA: University of Washington Press, 1980.
[50] Lisa Kalhar Melton, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. thesis, University of Oregon, June 2001. Note that the University of Oregon has the most respected historic preservation program in the Pacific Northwest.

close to Gonzaga and listed on the Spokane Register. Finally, he designed the James Monaghan House, which now serves as the music building on the Gonzaga campus. Monaghan was an important pioneering historic figure in Spokane and surrounding communities.

In addition to Our Lady of Lourdes Cathedral, Preusse's Chamber of Commerce building and his Carnegie Library are also in the Riverside Avenue National Register Historic District.

Spokane's Temple Emanu-El, designed by Preusse in 1892, was the first Jewish synagogue built in the State of Washington, beating Seattle's Ohaveth Sholum by just days.[51] A wood-frame building, it was used until a new temple was built in the 1920s.

Today's Peyton Building was designed by Preusse as the Great Eastern Building and constructed in 1890, shortly after the Great Fire of 1889. In 1898 the building burned, leaving only its exterior walls and some charred interior columns. It was purchased by Colonel Isaac N. Peyton in 1898 with the intention of rebuilding it. Today's Peyton Building retains the building's 1898 exterior façade, which actually dates back to the 1890 Great Eastern Building, as it was rebuilt reusing the original walls of the early building by Preusse.[52] It therefore reflects the original design by Preusse in the Romanesque Revival style.[53] The Peyton Building and the Peyton Annex are listed as one building in the National Register and Spokane Register of Historic Places and are currently undergoing a conversion from office use to housing.

Several of Preusse's commercial buildings in downtown Spokane have been lost to redevelopment, including buildings where the STA Plaza is located today as well as the Thomas S. Foley United States Courthouse. Others have been lost to parking lots, including the Hazel-Merton Block at 2 N. Howard Street, demolished in 2004. The Fernwell Building at 503 W. Riverside is an example of a Preusse building that is still extant but has lost its built context to parking lots, which compose the rest of its block today.

Preusse buildings in proximity to the Union Block are the Lockhardt Building and the Star Hotel Building, both directly south of the Union Block across the alley. The Lockhardt Building's predecessor, the Rima Block, also by Preusse, was lost in the 1889 fire. Both the Lockhardt Building and the Star Hotel are listed in the Spokane Register of Historic Places as part of the Bennett Block today.

Herman Preusse was Spokane's first professional architect and its longest practicing architect at the end of his career. He made his name in the city before the Great Fire of 1889 and again after the fire, helping to rebuild the city along with his partner Julius Zittell. Although some of his buildings have been lost over time, many of his most important structures remain. The Union Block, along with the Lockhardt Block and Star Hotel (both part of the Bennett Block), are centrally located on N. Howard Street between W. Main Avenue and W. Spokane Falls Blvd.

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[51] Jim Kershner, "The first synagogue in the state, Spokane's Temple Emanu-El, is dedicated on September 14, 1892," *Historylink.org,* May 2, 2008.
[52] The building exterior was rebuilt and the interior redesigned by the firm of Cutter & Malmgren.
[53] The adjacent Peyton Annex, designed by in the Commercial Style, was constructed in 1908. Michael Sullivan and Eugenia Woo, Artifacts, *National Register of Historic Places Registration Form, Petyon Building and Peyton Annex,* Section 8, Page 4, October 13, 2004.

and are all recognized by listing in the Spokane Register of Historic Places, making this an important and representative cluster of Preusse's work in downtown Spokane.

SUMMARY

The 1890 Union Block building is located in the historic heart of downtown Spokane, on N. Howard Street between what is today Spokane Falls Blvd. and Main Avenue. Located on the north half of the block and facing west, the three-story building forms a partywall with the historic Coeur d'Alene Hotel (now the Coeur d'Alene Plaza Apartments) to the north. The three-story, brick masonry structure, designed by architect Herman Preusse, has a flat, built-up roof, and a rubble stone foundation, which is typical of the post-Great Spokane Fire buildings with which it shares a legacy. It is one five historic structures on the west side of the block, while the east side is occupied by surface parking lots. One of the buildings, the Bennett Block (adjacent to the south), was historically made up of three buildings, two of which were also designed by Herman Preusse in the post-fire era. The Bennett Block is listed in the Spokane Register of Historic Places.

The west side of the north half of the block suffered a fire in 1883 and was re-built as the half-block-long Union Block, within which architect Herman Preusse, Spokane's most prominent and only technically trained architect at the time, had his office. This building burned in the Great Spokane Fire in 1889. Today's 1890 Union Block occupies two lots on the south end of what was originally the half-block Union Block. It was at this time that the building took on its present form and uses, with commercial space on the ground floor and residential spaces on the upper two floors. The building suffered another fire in 1971. The ground floor was renovated in 1972, taking on its present appearance. The building was renovated again beginning in 2021, when windows were replaced and the upper two floors remodeled on the interior. The ground floor retains largely the same appearance that it had in 1972. The building also retains the same uses.

The 1890 Union Block building is significant and eligible for listing in the Spokane Register of Historic Places under Category A in the area of Commerce for its association with the group of commercial or commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire. The building is also significant under Category C in the area of the work of a master, for its association with the prominent Spokane architect, Herman Preusse. The period of significance is 1890, based on the construction date for the property (C) and the period of rebuilding immediately after Spokane's Great Fire of 1889 (A), to 1972, when the building underwent a renovation of the ground floor, evident mainly on the front facade. The building displays good integrity, retaining integrity of location, materials, workmanship, and association. It retains integrity of design to the date of the 1972 renovation, with the exception of the recent window replacements. Nonetheless it is one of approximately ten buildings in Spokane that reflect the important period of rebuilding after the 1889 and is set among buildings of the same era, which helps convey its significance.

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- "Remodeling of Old Hotel Under Way," May 3, 1972:10.
- "Scooped Water from the River to Fight Fires," February 29, 1924:3.
- "Then and Now," December 1, 1997:5.
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- "Downtown Building Sold," February 20, 1972:51
- "Downtown was made of building blocks," February 11, 1988:49.
- "Herman Preusse, Architect, Dies," December 11, 1926:1.
- "Real Estate Transfers," August 5, 1890:11.
- "Review Had Humble Start," May 18, 1958:152.
- "The seamy side of old Spokane," March 4, 1984:60.
- "Spokane Falls Lusty Infant in 1883," July 22, 1933:23.
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- "Woman to Head New Restaurant," August 3, 1972:5.

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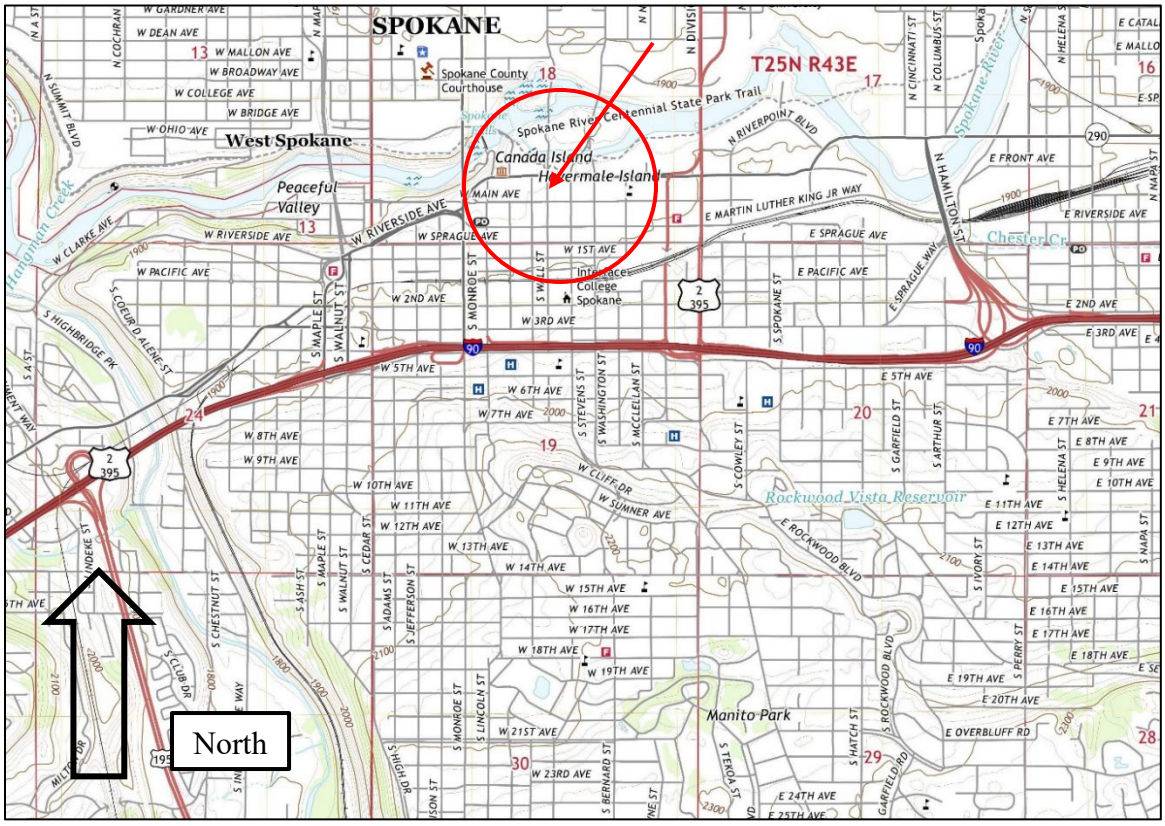
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Woodbridge, Sally B. and Roger Montgomery, *A Guide to Architecture in Washington State.* Seattle, WA: University of Washington Press, 1980.

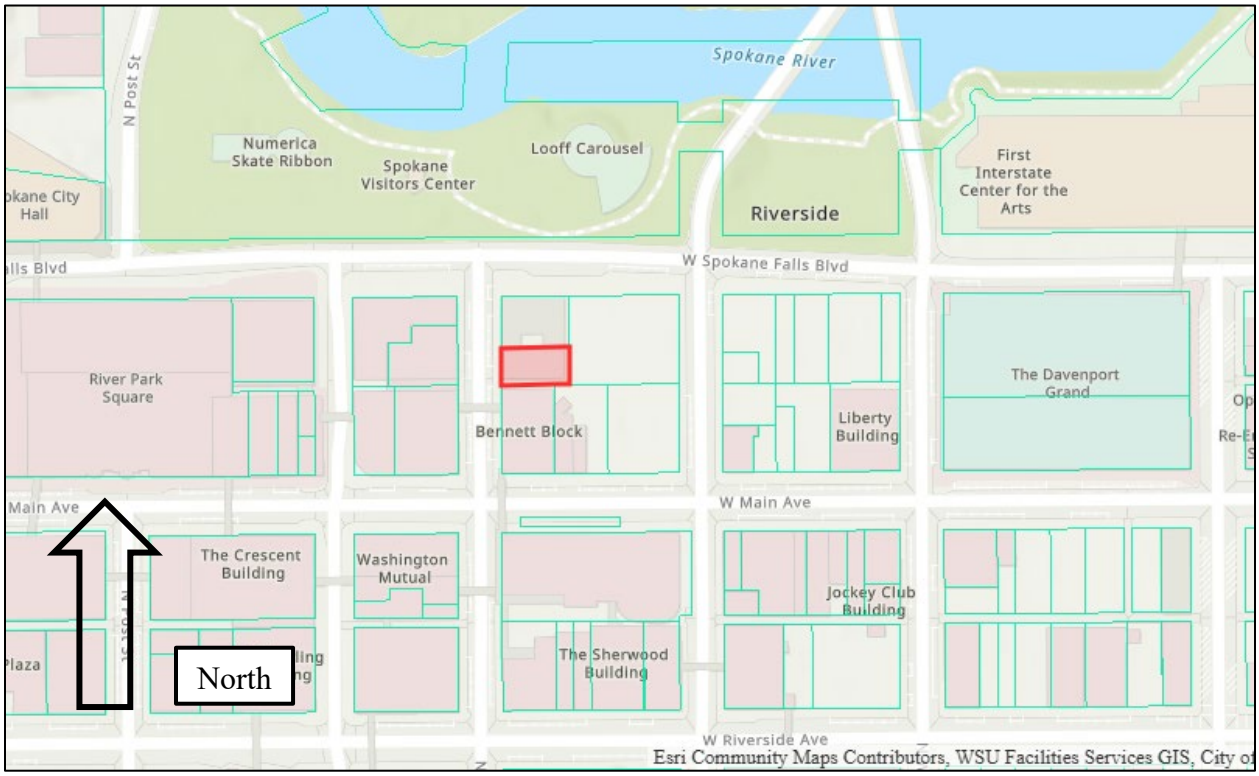
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Figure 1: Site location map, Spokane NW 7.5 minute quadrangle



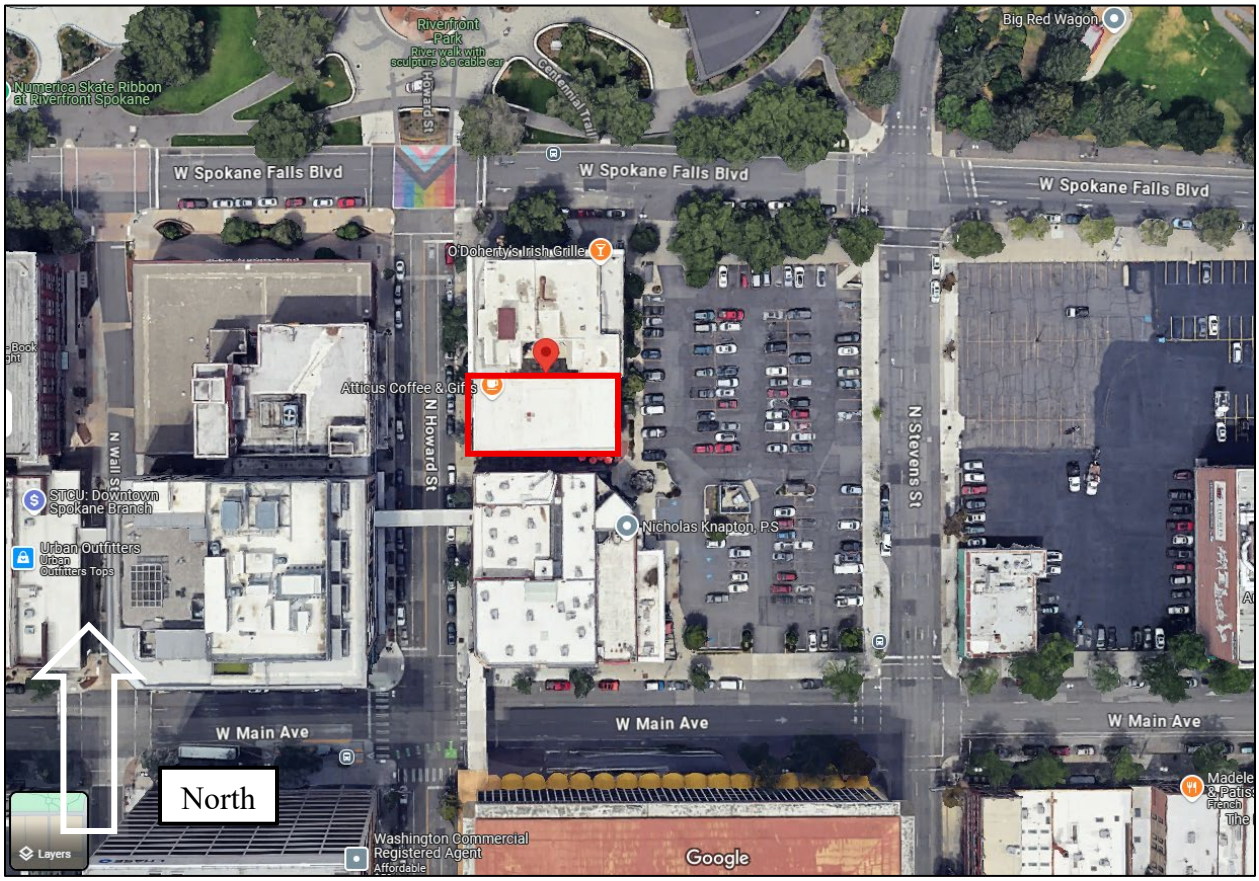
Source: USGS topographical map

Figure 2: Site parcel map



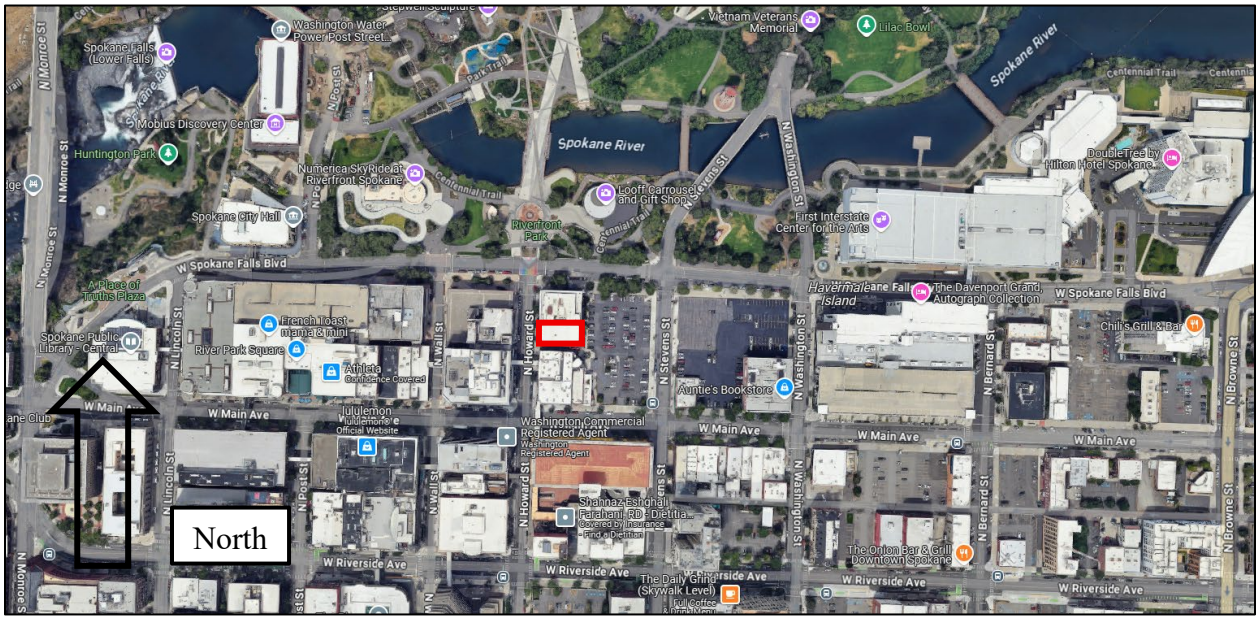
Source: Spokane County Assessor

Figure 3: Aerial site plan



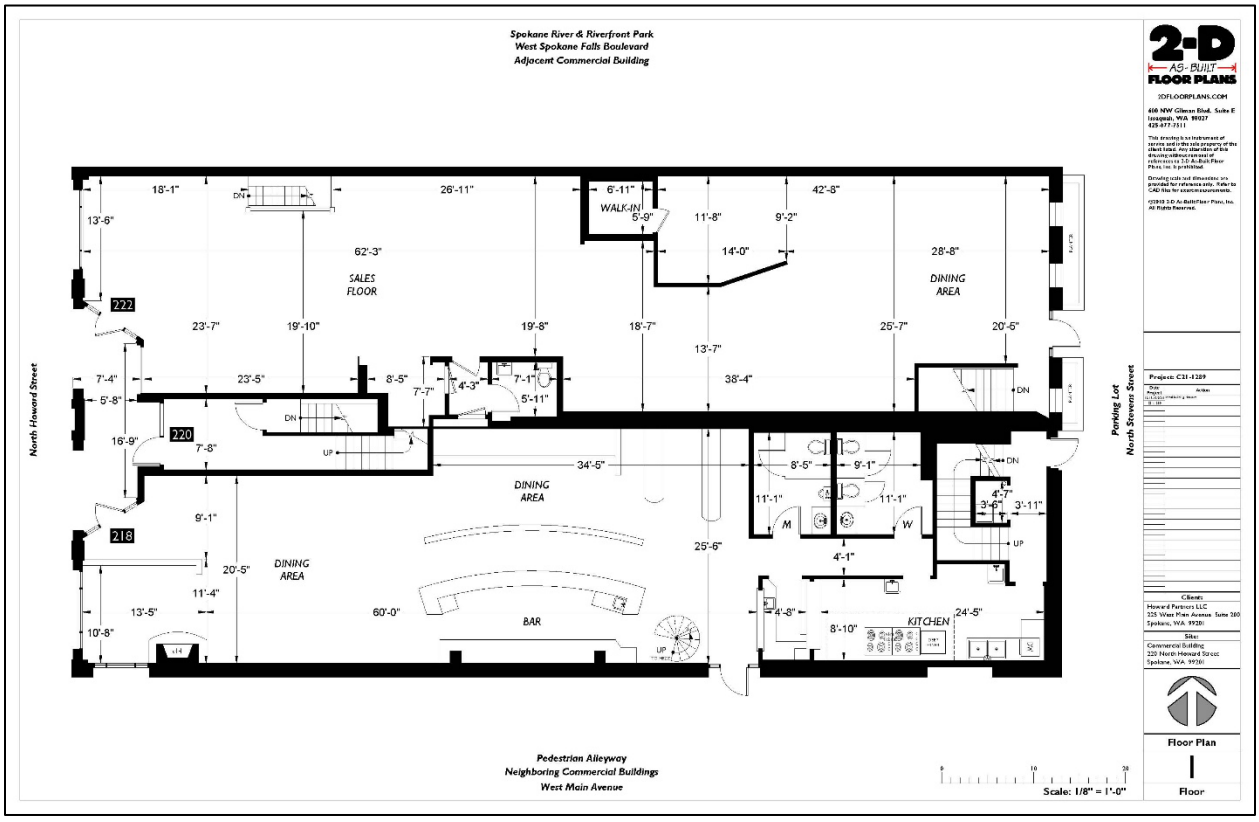
Source: Google maps

Figure 4: Neighborhood context



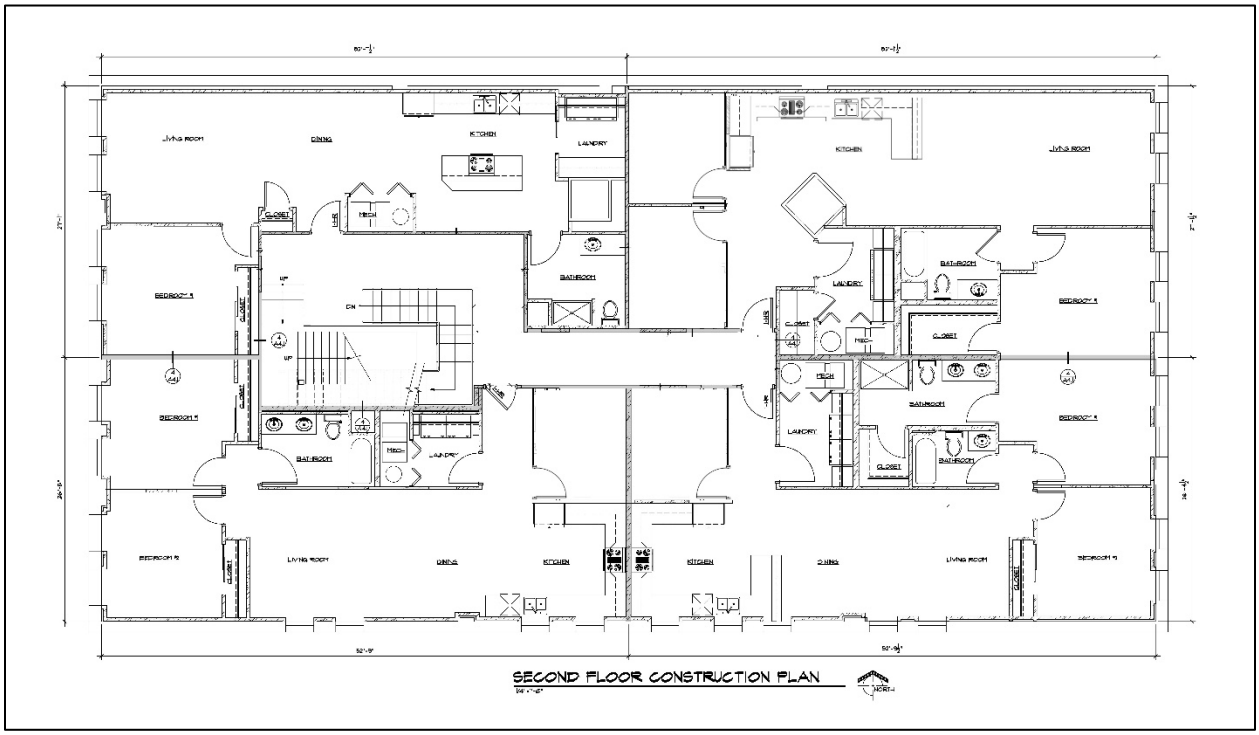
Source: Google maps

Figure 5: Ground floor of Union Block, 2021



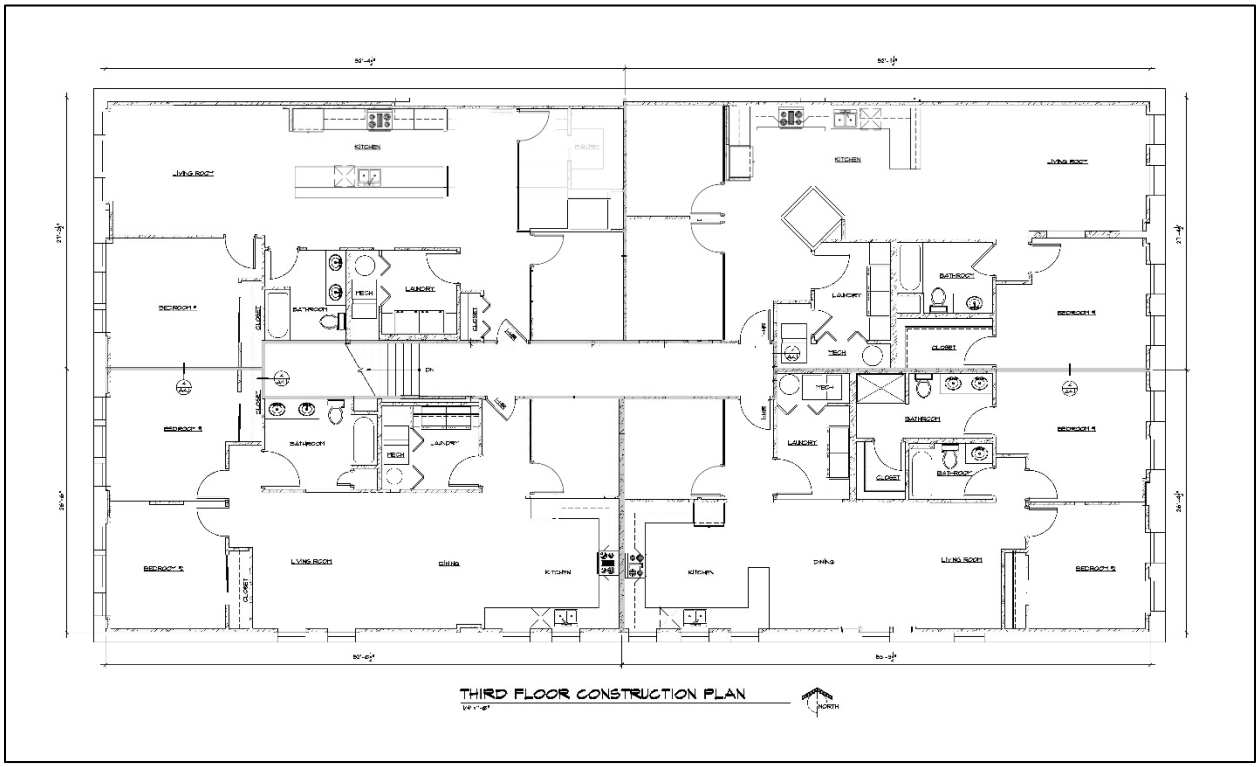
Source: Hawkins Edwards, Inc.

Figure 6: Second Floor Plan, 2024



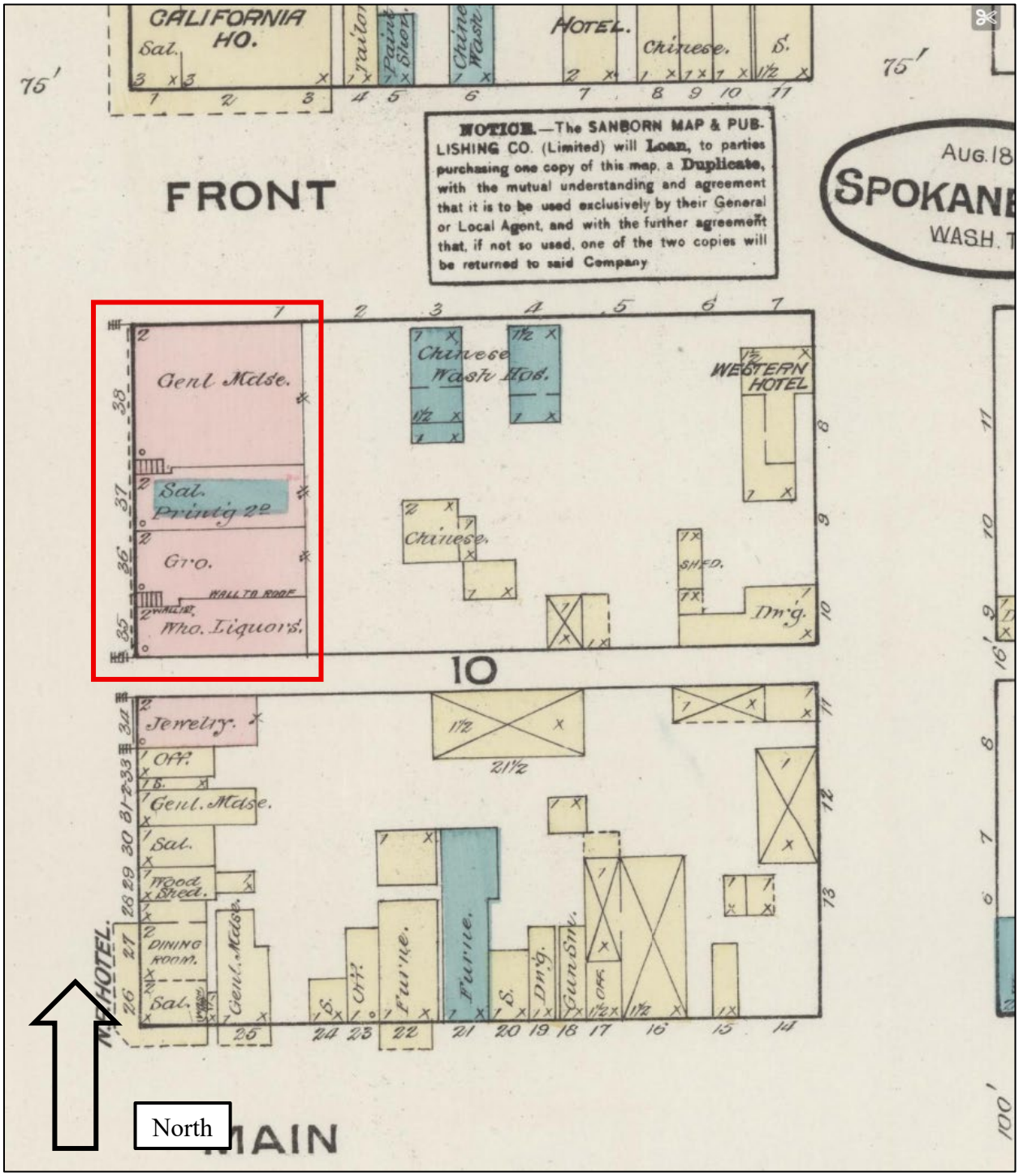
Source: Hawkins Edwards, Inc.

Figure 7: Third Floor Plan, 2024



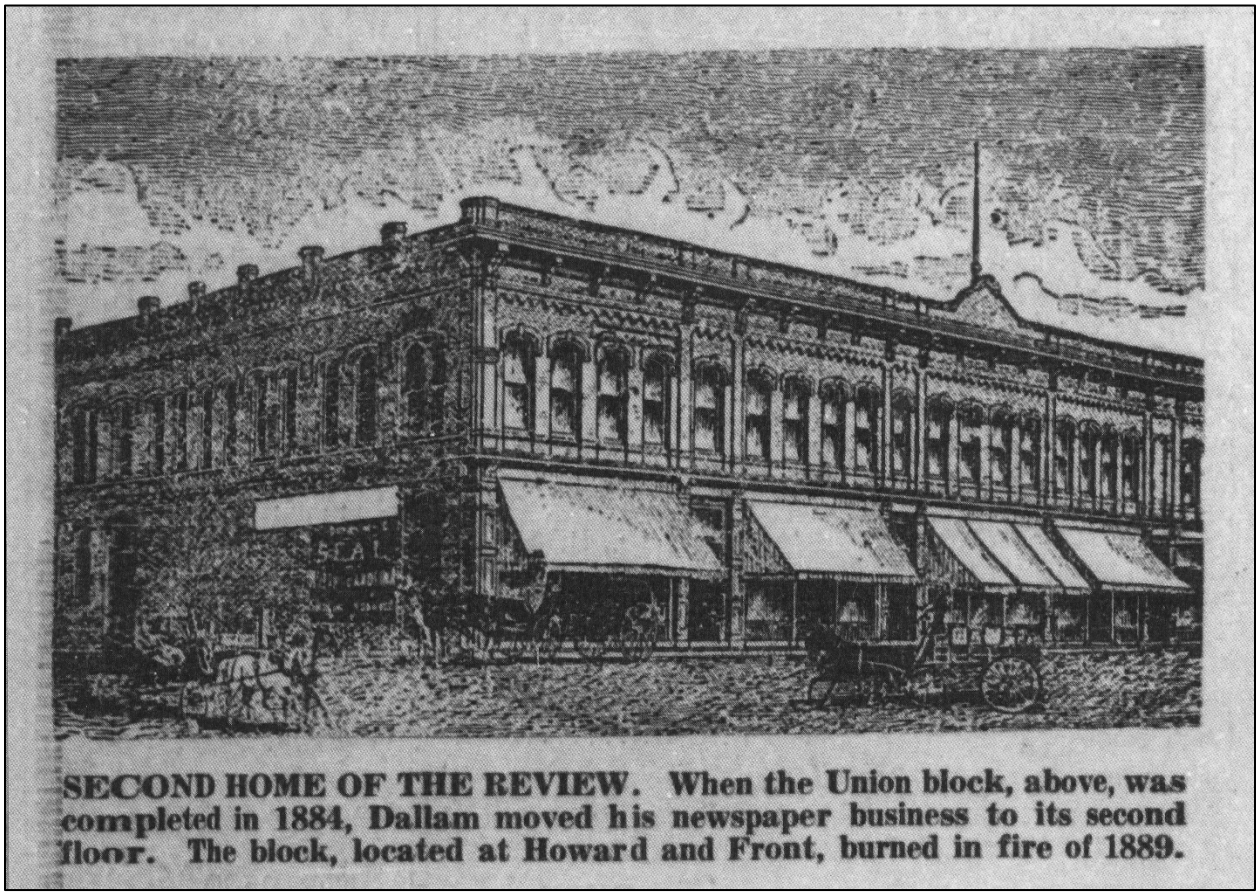
Source: Hawkins Edwards, Inc.

Figure 8: Sanborn Fire Insurance map reflecting rebuilt Union Block in 1884



Source: *Sanborn Fire Insurance map, 1884*

Figure 9: Illustration of the 1883 Union Block



Source: The Spokesman-Review, October 24, 1951

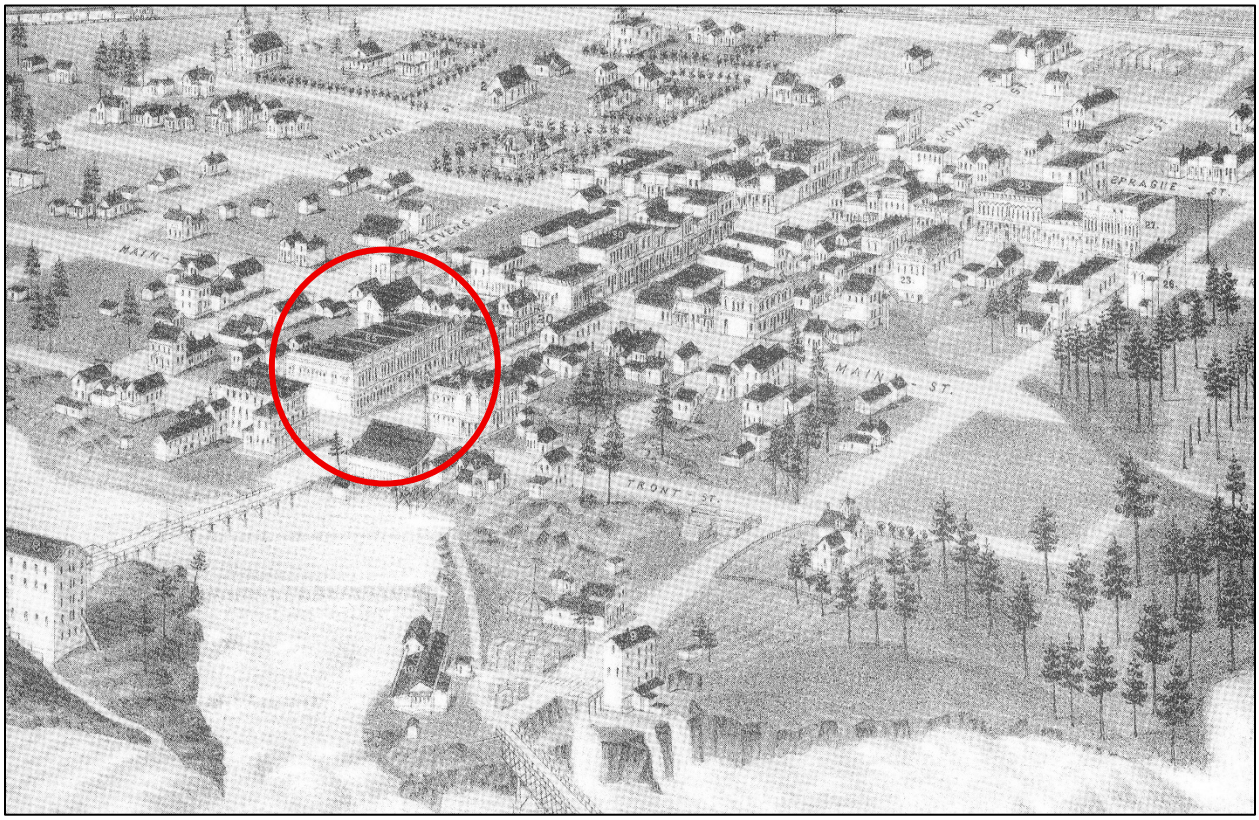
Figure 10: The Pantheon Saloon located in the 1883 Union Block



PANTHEON
SALOON,
UNION BLOCK,
SPOKANE FALLS, - - - W. T.
C. H. DUNCAN & CO.
WILL BE OPEN ON OR ABOUT THE 15TH OF NOVEMBER, WITH
The Finest Brands of Wines, Liquors and Cigars,
SAN FRANCISCO, SACRAMENTO, PORTLAND, ST. PAUL, CAICAGO, AND NEW YORK DAILY PAPERS ALWAYS ON FILE.
MR. C. H. DUNCAN AND AL. SOMERS
PRESIDING AT THE BAR, WILL BE GLAD TO WELCOME ALL OF THEIR OLD FRIENDS.
Call and See Us. We Will Do You Good.
☞ The following daily papers will be on file: St. Paul Pioneer Press, New York Herald, Chicago Daily Times, Daily Oregonian, Portland Standard, S. F. Chronicle, S. F. Examiner, Sacramento Record Union.
☞ Weekl oPapers: S. F. Argonaut, Police News, Frank Leslie's Weekly, Harper's Weekly, S. F. News Letter, S. F. Wasp, Sunday Oregonian.

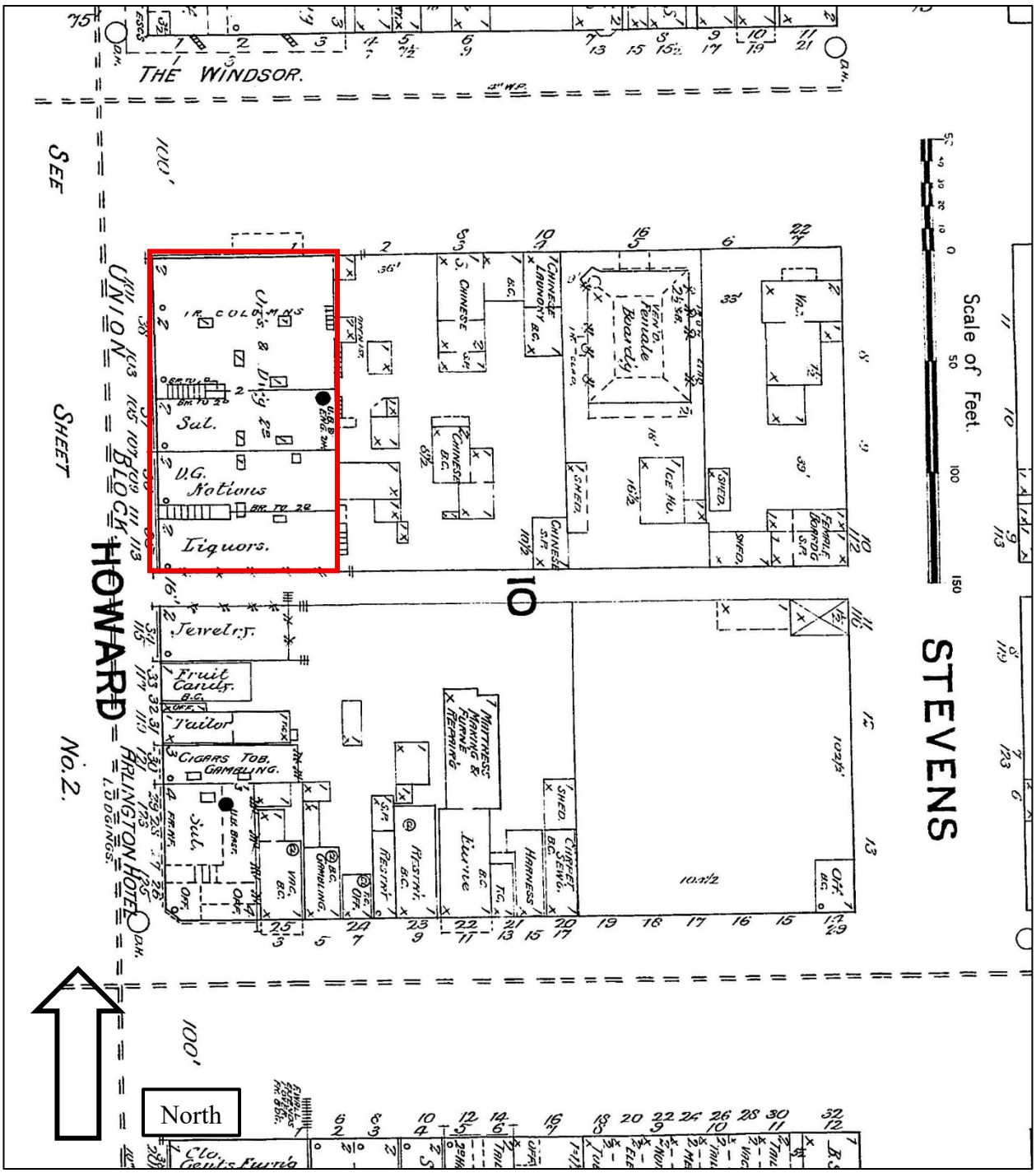
Source: The Spokesman-Review, November 10, 1883:2.

Figure 11: Bird's-eye view of the Union Block in 1884



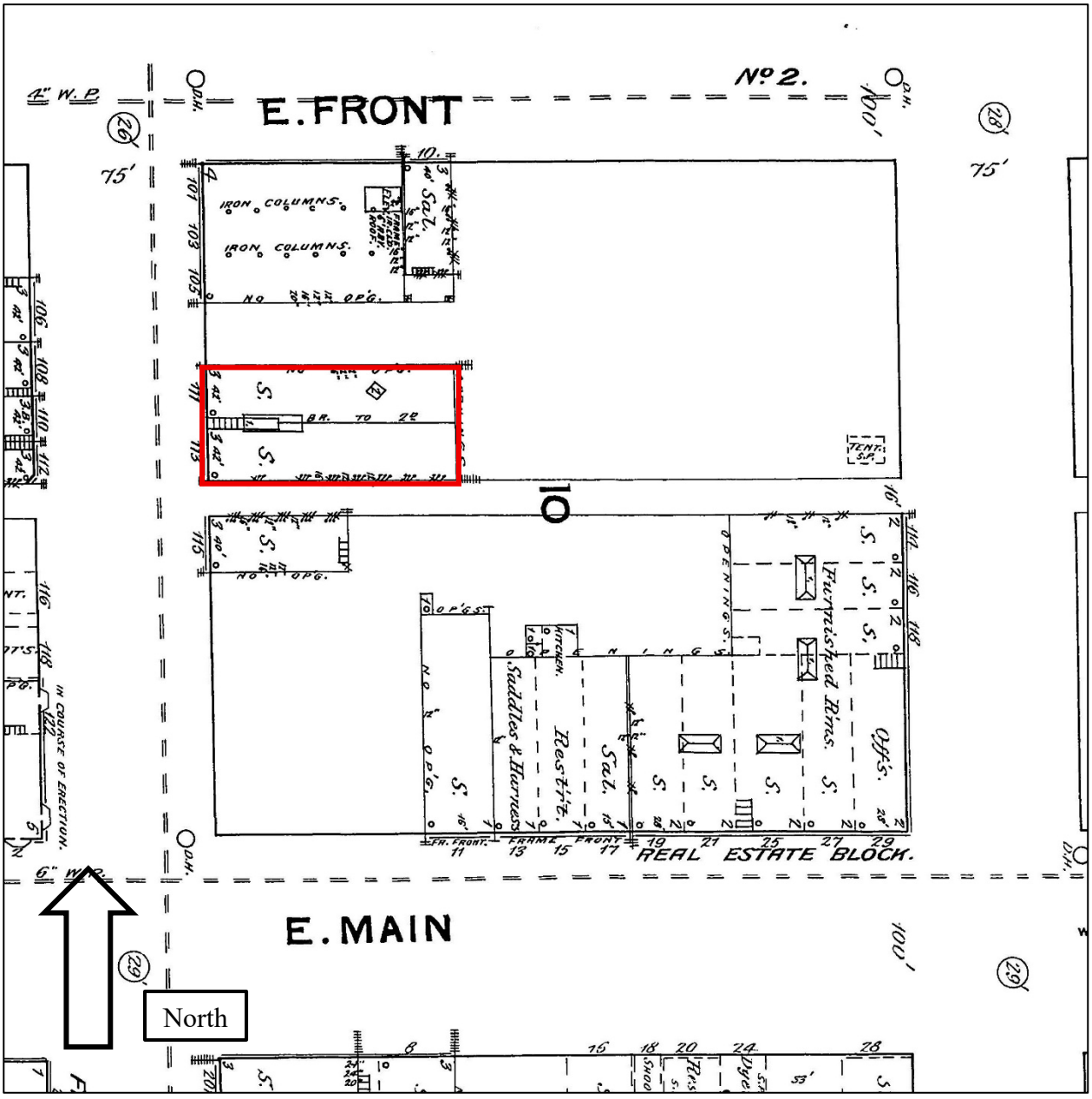
Source: Spokane, Our Early Years, Bamonte

Figure 12: Continued densification of block as seen in 1888



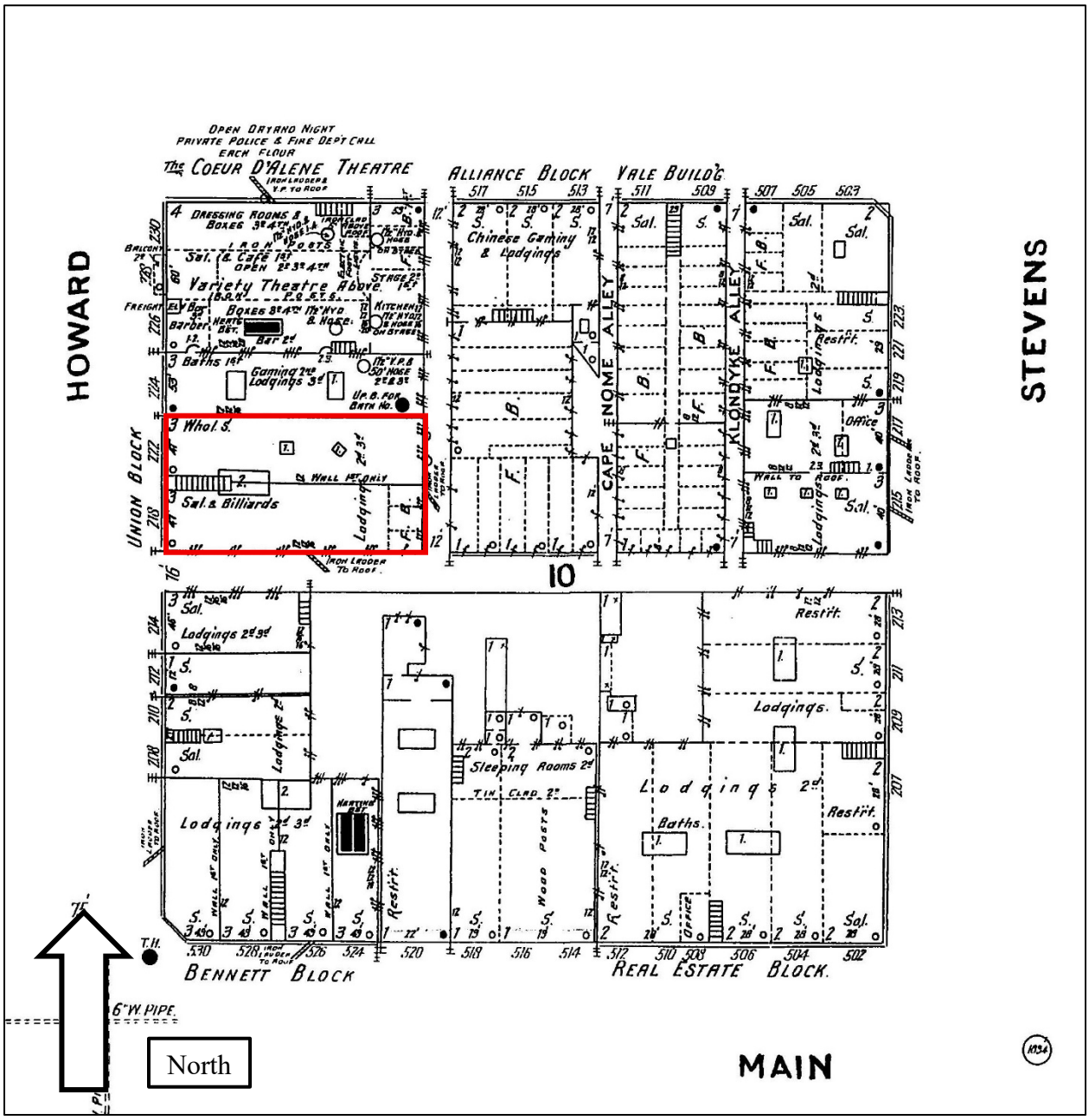
Sanborn Fire Insurance map, August 1888

Figure 13: The 1890 Union Block as rebuilt after the 1889 Spokane Fire



Sanborn Fire Insurance map, January 1890

Figure 14: The 1890 Union Block in 1902; note the Chinese Gambling and Lodgings and multiple female boarding houses along 7' alleys on the east side of the half block



Sanborn Fire Insurance map, 1902

Figure 15: N. Howard Street and W. Main Avenue in the streetcar era



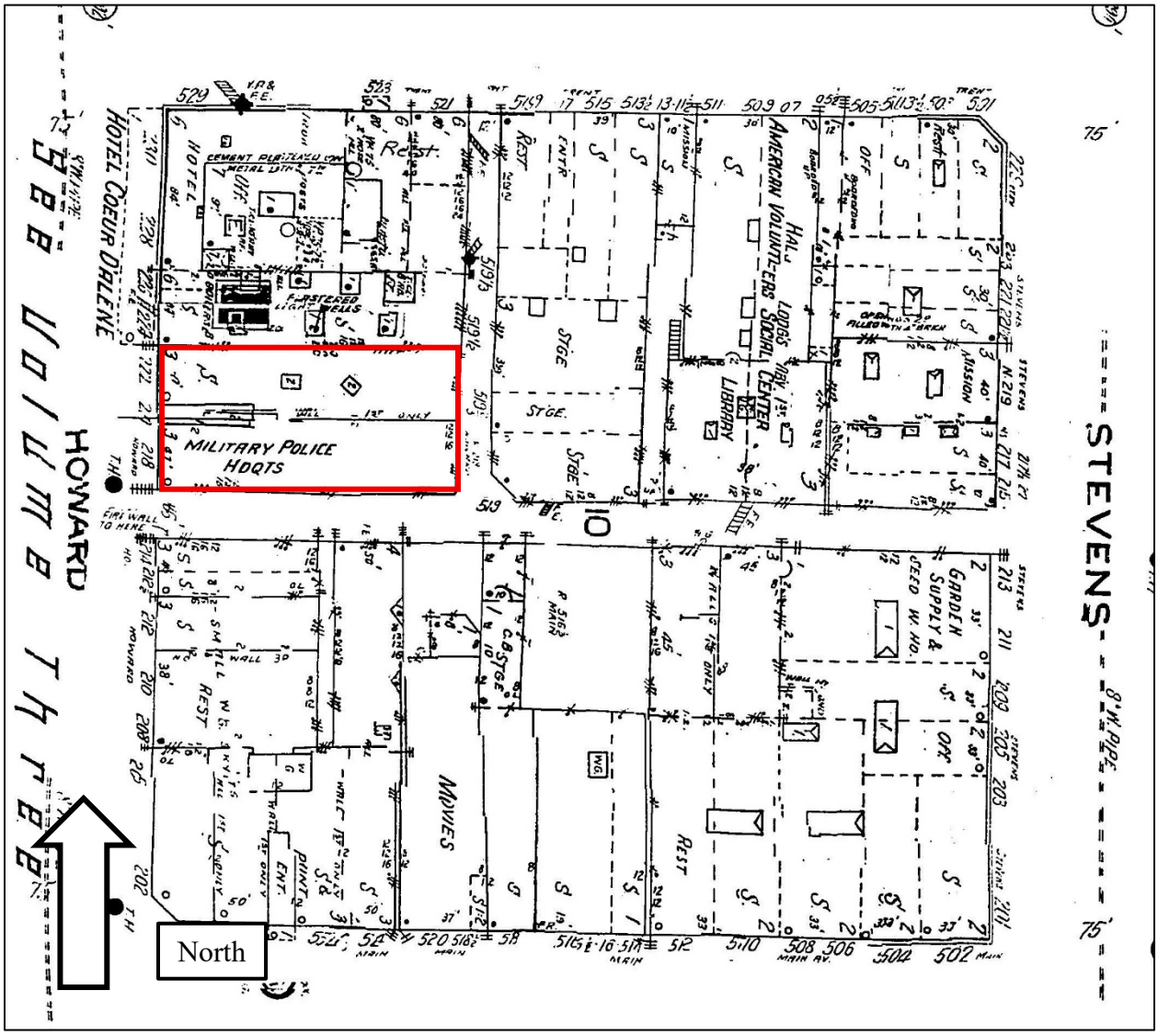
Source: Zachary Wnek, "Streetcars in Browne's Addition" (no date)

Figure 16: The 1890 Union Block in 1937



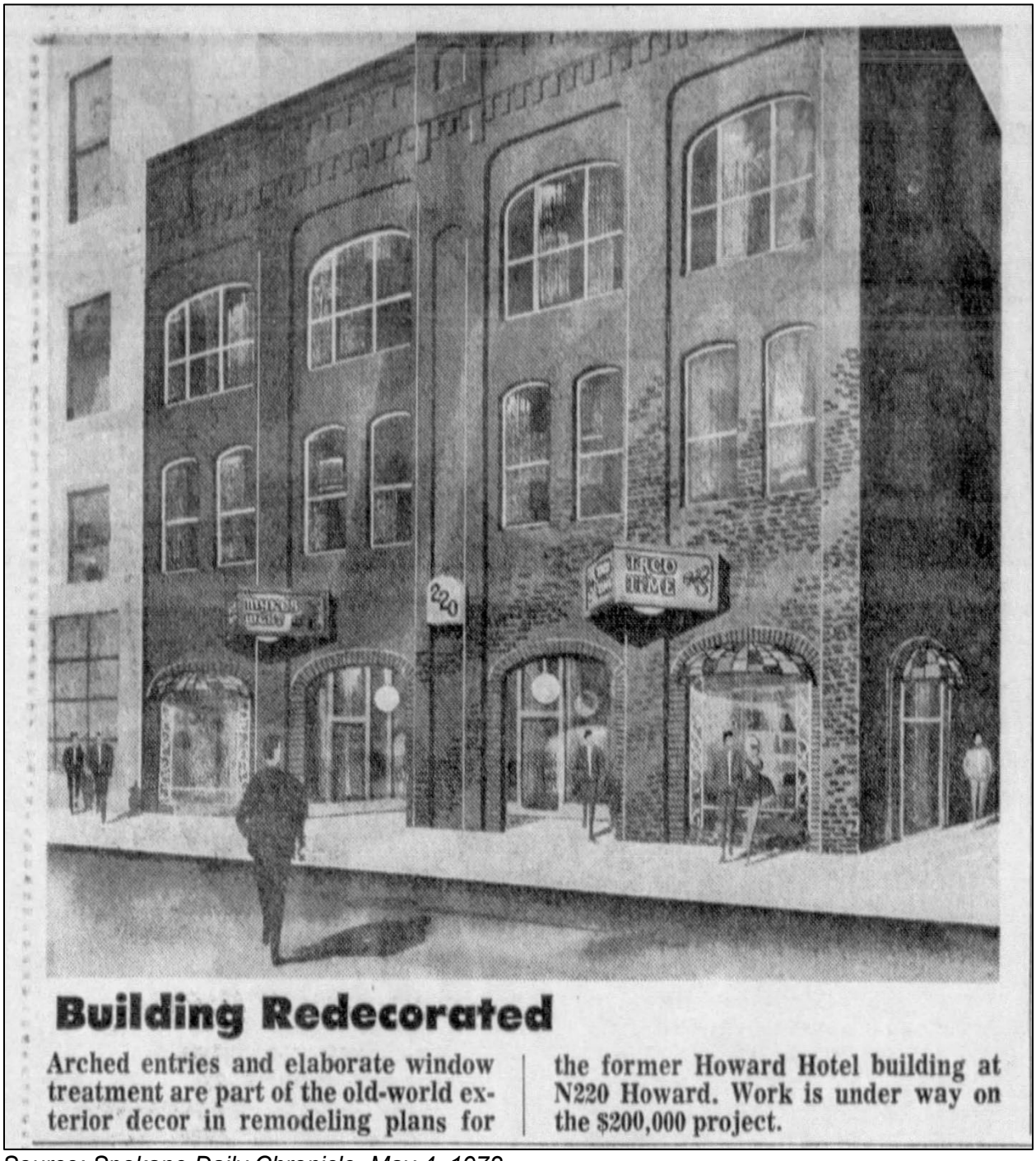
Source: Charles Libby Collection, Northwest Museum of Arts & Culture

Figure 17: The 1890 Union Block in 1950



Sanborn Fire Insurance map, January 1950

Figure 18: Planned renovation of the Union Block, 1972



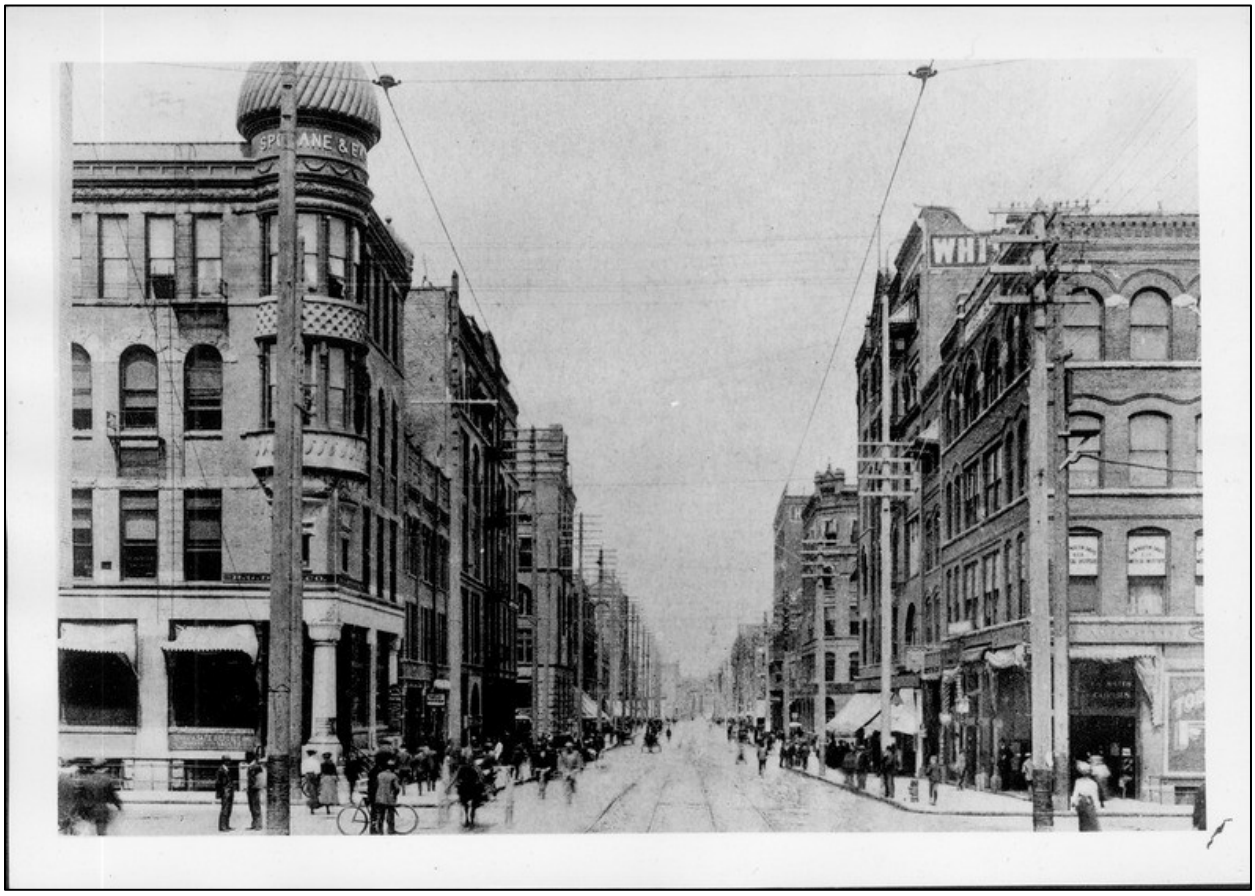
Source: Spokane Daily Chronicle, May 4, 1972

Figure 19: The Union Block ca 1972



Source: Historic Property Report, Union Block, WISAARD

Figure 20: Vernacular commercial buildings, Howard Street, ca 1890-1900



Source: Spokane Public Library, Northwest Room

Figure 21: Spokane's most important Romanesque Revival building in 1909



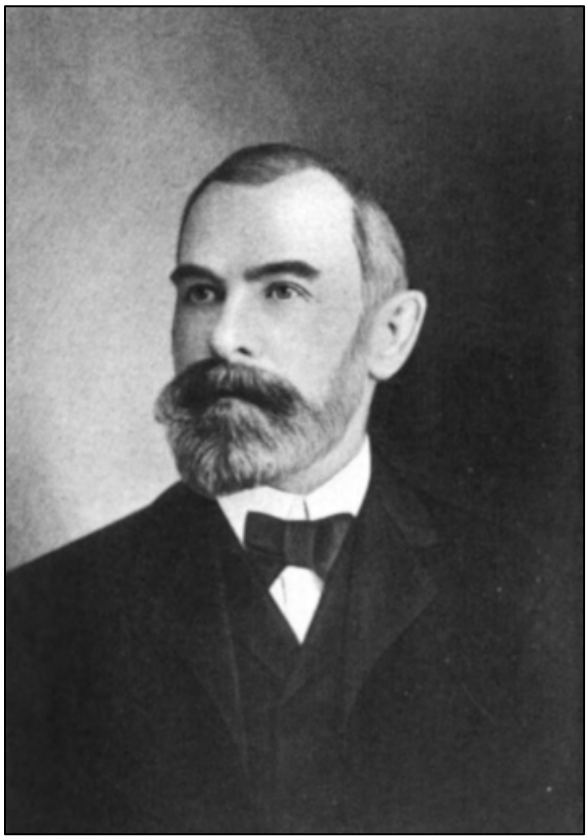
Source: Northwest Museum of Art and Culture, Libby Studios Collection

Figure 22: The Coeur d'Alene Hotel, site of the former Union Block, in 1924, current Union Block noted



Source: The Spokesman Review, March 12, 2018

Figure 23: Herman Pruesse, architect of the Union Block Architects for the 1890 Union Block



Herman Pruesse, 1847-1926

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING,		

Agenda Wording

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

Summary (Background)

An ordinance prohibiting the use of algorithmic rent price fixing and protecting against tenant and employee retaliation for claims of violation.

What impacts would the proposal have on historically excluded communities?

Young adults and minority communities are more likely to be renters, opening themselves up to more instability in their housing. Algorithmic rental price fixing can drive up prices and vacancies through digital collusion between landlords.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The proposal would ban the use of a technology that can artificially inflate rental prices when minority populations are more likely to be renters.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Evidence provided for violations, successful enforcement of the proposal, and lack of widespread use of algorithmic rental price fixing programs.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal would align with city policies regarding lowering housing costs, maintaining quality rentable units for residents, and ensuring that collusive technologies are not being used to price gouge vulnerable residents searching for housing.

Council Subcommittee Review

The Housing Action Subcommittee reviewed this proposal in an earlier draft format.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ORDINANCE NO. C36778

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

WHEREAS, software has become available for the use of proprietary non-public information provided to landlords to suggest and set rent prices and other lease terms; and

WHEREAS, the Office of the Washington State Attorney General has previously filed suit alleging that software for the use of algorithmic rent fixing may violate the state's Consumer Protection Act; and

WHEREAS, the Washington State Legislature considered regulating such algorithmic rent fixing in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, the industry-wide use of such algorithms can drive up rent and vacancies and arguably constitute unlawful price-fixing; and

WHEREAS, the City of Spokane webpage states that Spokane has over eighty thousand renters; and

WHEREAS, The City Council is interested in protecting those residents who rent and in addressing factors that artificially inflate the demand for rental housing; and

WHEREAS, by nature of anti-competitive violations, it can be difficult for tenants and prospective tenants to prove collusion, collaboration, or other uncompetitive behavior between for-profit landlords and property managers; and

WHEREAS, a study on algorithmic rent-fixing and collusion[1] was published in *Urban Science* in August 2025; and

WHEREAS, the study identifies the effects that algorithmic rent-fixing has on neighborhoods and districts, of which algorithmic rent-fixing has the most impact on with price increases through collusive monopolies; and

WHEREAS, the neighborhood effects of those engaging in algorithmic rent-fixing,

[1] Zimmerman, A.J.; Anderson, M.B. Nefarious Algorithms: Rent Fixing via Algorithmic Collusion and the Role of Intentionality in the Pursuit of Class Monopoly Rent. *Urban Sci.* 2025**,** 9, 315. https://doi.org/10.3390/urbansci9080315

and collusive activity generally, can be artificially minimized by arguing that the market analysis should be done at larger market scale, thereby diluting the portion of the market that their monopoly constitutes; and

WHEREAS, other localities have passed similar legislation prohibiting algorithmic rental price fixing, including Seattle, Minneapolis, Berkeley, and Jersey City;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of Spokane Municipal Code is amended to read as follows:

07.08.158 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the "legal services and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.060 of Spokane Municipal Code is amended to read as follows:

10.57.060 Consistency with Chapter 59.18.RCW

A. The provisions of this chapter shall be interpreted an enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Terms in this chapter shall have the meaning set forth in Chapter 59.18 RCW unless a different meaning is expressly provided herein.

Section 3. That Section 10.57.130 of Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.
Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, 10.57.160, ((~~and~~)) 10.57.170, and 10.57.180.

4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 4. That Section 10.57.140 of Spokane Municipal Code is amended to read as follows:

10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be

awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

C. Definitions. For the purposes of this section:

A. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

A. Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords, from private databases, or from public databases; and

B. Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

C. "Coordinate" and "coordinating" do not include publishing rental price estimates that:

A. Are solely based on publicly available information;

B. Are equally available to all members of the public; and

C. Do not require a contract, agreement, or registration to obtain.

B. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

C. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

D. “Person” has the meaning as defined in SMC 01.02.100.

E. “Algorithm service provider” means any person that performs a coordinating function.

D. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

E. Violation. It is a violation of this section for:

A. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

B. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

C. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

F. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney’s fees and costs to the City if the City is the prevailing party.

G. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord’s agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

H. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or

word of this ordinance.

Section 7. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local state or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/10/2025
		Clerk's File #	
		Cross Ref #	OPR2024-0970
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	JASON 6529	**Requisition #**	CR 27907
Contact E-Mail	JRUFFING@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CLEANUP SERVICES RELATED TO WSDOT RIGHT OF WAY		

Agenda Wording

This contract amendment provides additional funding through the interlocal agreement between the City and WS DOT for supplemental cleanup and abatement services on and adjacent to state properties and right of way. This is an amendment for OPR 2024-0970. Funding reimburses Code Enforcement Department expenses for work conducted by subcontractor under this contract.

Summary (Background)

This amendment for an existing contract between the City and Career Path Services/Dignified Workday. A portion of this existing contract (OPR 2024-0970) was funded through an interlocal agreement with WS DOT in 2025. The timeframe of the previous interlocal agreement expired, but was renewed with additional funding becoming available through June of 2027. This amendment will again fund a portion of the ongoing work being done by Career Path Services/Dignified Workday.

What impacts would the proposal have on historically excluded communities?

The contract provides funding for litter removal and graffiti abatement to be carried out by a subcontractor throughout the I90 corridor and other state properties and right of way.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Garbage removal, graffiti abatement, and related work will be tracked by location, disposal, abatement and other metrics. The focused work areas are perpetually in need of cleanup and abatement efforts, to mitigate and deter encampments, and to promote general health and safety.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This contract is directly related to the City's Clean and Safe programs.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 200,000
Current Year Cost	$ 75,000
Subsequent Year(s) Cost	$ 125,000

Narrative

OPR 2024-0970 is related to the City's Clean and Safe initiative and related to ARPA funding, which expires in December of 2026. However, this contract was previously amended to include DOT funding through an interlocal agreement for specific cleanup effo

Amount		Budget Account
Neutral	$ 200,000	# 1200- 95165- 24600- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source One-Time

Funding Source Type Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes, this funding will sustain the work through the end of the timeframe of the current contract, which is December of 2026. DOT funding reimburses Code Enforcement Department expenses.

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS	PURCHASING	WAHL, CONNIE
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Andy Dwonch - adwonch@careerpathservices.org	smacdonald@spokanecity.org
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akiehn@spokanecity.org	klouden@spokanecity.org
nzollinger@spokanecity.org	cpitsnogel@spokanecity.org

City Clerk's No. OPR 2024-0970

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **CLEAN AND SAFE PROGRAM**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAREER PATH EMPLOYMENT AND TRAINING,** whose address is 816 West Francis Avenue, Suite 1028, Spokane, Washington 99205, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide a Clean and Safe Program in the specified downtown area;

WHEREAS, additional funding through WSDOT has been made available and the City desires to expand the services under those funds as provided in OPR 2024-0214, thus, the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.
The Contract, dated November 18 and 19, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract shall become effective on September 15, 2025 and shall run through December 31, 2026.

3. AMENDMENT.
The services provided under the original contract hereby expanded to include but not limited to cleaning, litter control, graffiti abatement and related nuisance mitigation on and adjacent to WSDOT right of ways.

4. **COMPENSATION.**
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$200,000.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. The Company shall include all documentation requested by the City as a part of monthly applications for payment, including but not limited to a list of locations visited, garbage removal weight, graffiti abatement statistics, etc. This is the maximum amount

to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

CAREER PATH EMPLOYMENT AND TRAINING

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

25-203

CAREPAT-01 SELDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Great American Fidelity Insurance Company	41858
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Career Path Services
816 W Francis Ave #1028
Spokane, WA 99205-6512

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PHPK2552076-014	6/30/2025	6/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			PHPK2552076-014	6/30/2025	6/30/2026	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			PHUB863057014	6/30/2025	6/30/2026	AGGREGATE	$
	[ ] DED [X] RETENTION $ 10,000						Aggregate	$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		PHPK2552076-014	6/30/2025	6/30/2026	E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	General Liability			PHPK2552076-014	6/30/2025	6/30/2026	Per Occ.	1,000,000
B	Cyber/Privacy/Networ			CYP 3643149-08	6/30/2025	6/30/2026		

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

Directors & Officers
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$5,000 Deductible

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City Of Spokane
808 Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: CAREPAT-01 SELDER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Northwest LLC	Career Path Services 816 W Francis Ave #1028 Spokane, WA 99205-6512
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Employment Practices Liability
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$35,000 Deductible

Crime Coverage:
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $200,000
$5,000 Deductible

Computer Fraud $200,000
$5,000 Deductible

City of Spokane, their officers, employees and agents are additional insured per written contract or agreement.

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STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 18, 2025

Nonprofit Corporation

Unified Business ID #: 601151579
Business ID #: 001
Location: 0001
Expires: May 31, 2026

CAREER PATH SERVICES - EMPLOYMENT & TRAINING
NUM 1028
816 W FRANCIS AVE
SPOKANE WA 99205-6512

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

MINOR WORK PERMIT (EXPIRES 03/31/2026) - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY NONPROFIT BUSINESS (EXPIRES 04/30/2026) - ACTIVE

SPOKANE NONPROFIT BUSINESS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: JOB INTERNSHIP

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is on the premises at all times. WAC 296-125-030(30)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601151579 001 0001

Expires: May 31, 2026

CAREER PATH SERVICES - EMPLOYMENT & TRAINING
NUM 1028
816 W FRANCIS AVE
SPOKANE WA 99205-6512

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT (EXPIRES 03/31/2026) - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY NONPROFIT BUSINESS (EXPIRES 04/30/2026) - ACTIVE
SPOKANE NONPROFIT BUSINESS - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/03/2025

Date Rec'd	10/14/2025		
Clerk's File #	OPR 2025-0729		
Cross Ref #	ORD C36773		
Project #			
Submitting Dept	COMMUNITY AND ECONOMIC	**Bid #**	RFP 6432-25
Contact Name/Phone	TIM 6893	**Requisition #**	CR 27930
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION PROJECT		

Agenda Wording

Approval of contract with Clarion Associates for the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code (Unified Development Code) and associated Special Budget Ordinance (SBO).

Summary (Background)

The City is initiating a comprehensive update of Title 17 of the Spokane Municipal Code, governing zoning, land use, and development review regulations. Following a competitive Request for Proposals (RFP) process, Clarion Associates was selected to complete the Code Assessment and Modernization Project. The project will evaluate the City's development regulations to remove outdated and inconsistent provisions, improve clarity and usability, streamline permitting, and align the code with adopted plans and current state legislation. The modernization will also support implementation of the 2026 Comprehensive Plan periodic update and help advance City housing and economic development objectives. The total contract amount is not to exceed $425,000, including approximately $368,445 for the core code assessment and modernization tasks, and the remaining for potential supplemental work associated with Task 5 of the RFP. Funding for the project will be provided through a Special Budget Ordinance using Development Services Enterprise reserve funds.

What impacts would the proposal have on historically excluded communities?

The proposed code modernization is intended to simplify and clarify zoning and development regulations, reducing unnecessary complexity and regulatory barriers that have historically affected excluded communities and small-scale developers. By improving code usability and predictability, the update will help promote equitable access to development opportunities and housing choices citywide.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The project scope includes equity-informed principles and engagement and equity-informed analysis using available demographic, housing, and permitting data will be considered.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Effectiveness will be evaluated through measurable implementation indicators such as changes in permitting activity, housing production, and user experience following code adoption. These metrics will help assess whether the modernization achieves its goals of improving clarity, efficiency, and equitable access.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The Title 17 Code Modernization supports the Comprehensive Plan, Housing Action Plan, and the City's Housing Emergency Declaration by promoting regulatory clarity, streamlining the permitting process, and facilitating infill and affordable housing development. It also advances the Sustainability Action Plan and related Council resolutions by supporting efficient land use patterns, infrastructure investment, and equitable access to housing and economic opportunity.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 425,000 – not to exceed
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Authorizes contract with Clarion Associates (NTE $425,000) for the Title 17 Code Modernization Project and approval of an SBO to fund project costs through 2027. Funding will be appropriated through the approved SBO and expended over the 2025-2027 project

Amount		Budget Account
Expense	$ 425,000	# 4700- 30210- 24100- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

One-time costs that cover a defined project scope and timeline.

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Elizabeth Garvin egarvin@clarionassociates.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	tthompson@spokanecity.org
amcdanielspokanecity.org	tpalmquist@spokanecity.org
nzollinger@spokanecity.org	klouden@spokanecity.org

City Clerk's OPR 2025-0729

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLARION ASSOCIATES, LLC**, whose address is 1630 Welton Street, Suite 1000C, Denver, Colorado 80202, as (Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide **Development Code Assessment and Modernization Services**, in accordance with RFP 6432-25, which is attached as Exhibit B, and Company's Response, which is attached as Exhibit C. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on November 4, 2025, and shall run through December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed on an annual basis by written agreement of the parties not to exceed two (2) one (1) year renewals.

3. COMPENSATION / PAYMENT.
Total compensation for Company's services under this Agreement shall not exceed **FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($425,000.00),** plus applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.
A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.
The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

11. AUDIT.
The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.
The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.
Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

17. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CLARION ASSOCIATES, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – RFP 6432-25
Exhibit C – Company's Response to RFP 6432-25
25-204

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

EXHIBIT C

CITY OF SPOKANE
PURCHASING &
CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR PROPOSALS

RFP NUMBER: 6432-25 **RFP TITLE: Development Code Assessment and Modernization Services** **RFP COORDINATOR: Connie Wahl, City of Spokane Purchasing Department** **PRE-SUBMITTAL MEETING: None** **QUESTION DEADLINE: FRIDAY, AUGUST 15, 2025 TIME: 1:00 P.M.**	**PROPOSAL DUE DATE: MONDAY, AUGUST 25, 2025 TIME: 1:00 P.M.** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

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1. GENERAL INFORMATION

1.1 NO PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be offered. Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal https://spokane.procureware.com. The City shall be bound only to written answers to questions.

1.2 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.3 BACKGROUND AND PURPOSE

The City of Spokane, through its Community & Economic Development Division (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing professional consulting services.

Background

Spokane's municipal code has evolved incrementally over the past several decades. While various updates have been made, much of the code remains fragmented and inconsistent. The City's periodic comprehensive plan update to be completed in 2026, recent legislation, including state mandates such as HB 1337 and regional planning initiatives necessitates a holistic review and restructuring of the code. The City's Comprehensive Plan, housing strategies, climate action goals, and economic development objectives all call for a more integrated and responsive code structure.

Purpose

The City of Spokane is soliciting proposals from qualified consultant teams, which can be a single Firm or a team of individuals and/or Firms with specialized expertise to assess, analyze, and comprehensively update Title 17 of the Spokane Municipal Code (SMC), with a focus on the zoning, land use, and development review chapters. The City seeks to modernize its regulatory framework to align with current policy objectives, eliminate barriers to development, promote equity and sustainability, and improve clarity and efficiency in development review processes.

Project Objectives

The primary objectives of this project are to:

- **Modernize City's Development Regulations**. Conduct a review of existing land use and development regulations in the Spokane Municipal Code (SMC) to identify outdated provisions, legal deficiencies, inconsistencies, and gaps relative to state law and adopted plans.
- **Remove Barriers to Development**. Identify real and perceived barriers to development including but not limited to housing production, infill development, and adaptive reuse.
- **Improve Clarity and Usability.** Develop a clear, user-friendly, enforceable unified development code and GIS-based zoning map that support Comprehensive Plan goals related to housing, equity, sustainability, economic vitality, and community character.

- **Streamline Permitting and Service Delivery.** Propose strategies to simplify and expedite development review and permitting processes while ensuring predictable outcomes and consistent application.
- **Engage Stakeholders and the Public.** Facilitate inclusive engagement with staff, elected officials, stakeholders, and the public to build shared understanding and ownership of the code modernization process and its outcomes.
- **Support Implementation and Ongoing Improvement.** Provide tools, training, visual aids, and documentation to support implementation, improve transparency, and ensure long-term adaptability through integration with planning, permitting, and technology systems.

1.4 MINIMUM QUALIFICATIONS

Proposing Firms must meet the following minimum qualifications to be responsive to this RFP:

1. Zoning and Development Code Experience
   Led or supported two (2) or more zoning code assessments, updates, or comprehensive development code rewrites for local governments with populations of 150,000 or greater within the past five (5) years.
2. Project Team Qualifications
   Lead personnel assigned to the project must have a minimum of five (5) years of full-time experience in land use planning, code drafting, public engagement, and municipal coordination. AICP certification or equivalent credentials is required for lead personnel. At least one (1) licensed attorney must be included on the team with five (5) or more years of experience in land use, zoning, or environmental law.

Note: In order to enter into a contract, the Proposer must hold an active Washington State business license at time of contract execution.

1.5 CONTRACT PERIOD

Any contract resulting from this RFP will be effective through December 31, 2027. Contract is renewable upon mutual agreement for two (2) one-year options.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions:	Friday, August 15, 2025 – 1:00 P.M.
RFP Release:	Tuesday, July 22, 2025 – 1:00 P.M.
Proposals Due:	Monday, August 25, 2025 – 1:00 P.M.

Evaluation:	Late August – Early September, 2025
Interviews (if needed):	September 4 - 10, 2025
Negotiation and Contract Award:	September 15, 2025

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm – Consultant, Individual or Company including Sub-consultants whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

2.1 SCOPE OF WORK

The qualified Firm will lead a comprehensive overhaul of Spokane's zoning, subdivision, land use, and development related codes, and to modernize associated development review processes. The project will support implementation of the City's draft Comprehensive Plan, respond to recent state legislation, improve equity and accessibility, and streamline permitting.

Task 1: Baseline Assessment and Stakeholder Engagement

Document Review and Analysis

- The Firm will review Title 17 of the Spokane Municipal Code, recent and pending code amendments (e.g., sign code updates), and other relevant planning and policy documents identified by City staff. These may include, but are not limited to:
  - The City of Spokane Comprehensive Plan
  - Housing Action Plan
  - Sustainability Action Plan
  - Transit-Oriented Development Framework Study
  - Centers and Corridors Update Study
  - Design Review Guidelines
  - Other adopted or draft citywide or area-specific plans and standards
- The Firm will analyze these documents to identify areas of misalignment with existing regulations and key policy priorities that are not effectively implemented under current code.

Staff and Stakeholder Meetings

- The Firm will meet with City of Spokane staff to confirm project goals, finalize the project schedule and approach, and identify key issues. Meetings with internal stakeholders may include staff from planning, public works, engineering, and permitting divisions.
- The Firm will also conduct individual or small-group interviews with key external stakeholders, such as developers, designers, neighborhood leaders, and permitting professionals. These interviews will gather feedback on challenges with current regulations and priorities for code improvement.

Interviews and Surveys

- Following document review and initial meetings, the Firm will facilitate discussions with elected and appointed officials, including members of the Spokane City Council and Plan Commission, to gather additional input and ensure alignment on project direction.

Development Review Process Evaluation

- Evaluate current permitting workflows, staff capacity, review timelines, and interdepartmental coordination.
- Recommend process improvements to reduce delays, increase predictability, and enhance staff efficiency.
- Identify opportunities for digitization, online permitting, and other technology enhancements.
- Research best practices from peer jurisdictions.

Deliverable:

Based on all collected information, the Firm will prepare a concise report summarizing key issues, potential barriers to development, and opportunities to modernize and streamline the zoning code. The report should outline major themes to be addressed in future phases and incorporate relevant best practices from peer jurisdictions.

Task 2: Draft Code Framework

The Firm will create a Draft Code Framework that provides a clear and easy-to-use structure to support the modernization of the development code, including the following:

- Develop an annotated outline of the proposed code structure that organizes content into intuitive categories (e.g., zoning districts, use table and use standards, procedures, development standards) and separates policy from implementation detail.
- Identify integration points for design guidelines, engineering manuals, and other technical documents to minimize duplication and improve clarity.
- Coordinate with the City staff to define preliminary zoning district categories and establish data requirements for an updated, GIS based zoning map.

- Present the draft framework and key recommendations to City staff, the Plan Commission, City Administration, and stakeholder groups, highlighting how the framework responds to prior findings and supports the Comprehensive Plan.
- Facilitate public workshops and engagement events to gather broad based input.
- Coordinate with the City's recodification Firm to align any future development code modifications with broader municipal code formatting and structure.

Deliverable:

A refined Draft Code Framework, including an outline of zoning district updates and a recommended GIS schema for the future zoning map.

Task 3: Code Overhaul and Drafting

Using the approved framework, the Firm shall draft a fully integrated and modernized development code.

- Draft a new code that incorporates updated zoning, land use, subdivision, and procedural standards, reflecting findings from prior tasks and aligning with state and federal mandates.
- Ensure internal consistency, legal defensibility, usability, and alignment with local planning goals and policy priorities.
- Include visual aids such as tables, graphics, flowcharts, and examples to support comprehension by staff, applicants, and the public.
- Coordinate with City GIS staff to produce an updated zoning map that reflects new zoning districts, overlays, and standards.
- Deliver zoning data in a format compatible with ArcGIS, including associated metadata, and ensure the map is suitable for integration into public and internal platforms.

Deliverables:

- Complete draft development code, delivered in reviewable sections. Document shall be provided in Word (.docx) format.
- Draft GIS based zoning map (shapefiles or geodatabase).
- Supporting materials, including zoning map exhibits and metadata.

Task 4: Adoption and Implementation Support

The Firm shall support formal adoption of the code and assist with early implementation steps such as:

- Assist City staff in preparing for Plan Commission and City Council hearings, including staff reports, presentations, and response memos.
- Attend and participate in public hearings and stakeholder briefings.

- Conduct training sessions for staff, appointed and elected officials, and community groups, focusing on code navigation, procedural updates, and zoning map use.
- Finalize and deliver an adoption ready zoning map and support its publication through online GIS viewers or map portals.
- Provide an Implementation Roadmap and User Guide to assist staff with onboarding, internal procedure updates, and long-term administration.

Deliverables:

- Final, formatted development code (.docx) and zoning map (.pdf).
- User Guide summarizing the structure, function, and application of the new code.
- Creation of supplementary public-facing materials such as informational handouts, one-page guides, flowcharts, and FAQ sheets to support code understanding and implementation.
- Implementation Roadmap outlining steps for process updates, technology integration, and future refinements.
- Final GIS data package (ESRI – ArcMap) and support for map publication.

Task 5: Optional and Additional Services

To accommodate project needs that may arise, the Firm may be asked to perform additional services including but not limited to:

- Additional process improvement studies.
- Possible coordination with City's vendor for online hosting of the development code.
- Development of custom dashboards or web tools for monitoring development activity, tracking implementation progress, or visualizing zoning and land use data.
- Ongoing support for code amendments, zoning map refinements, or integration with future comprehensive planning efforts through December 31, 2027.

Deliverables:

To be determined based on task authorization and finalized through a contract amendment.

Estimated project timeline:

Project Kickoff:	November 3, 2025
Code Assessment Completion:	January 30, 2026
Draft Code Framework:	March 6, 2026
Final Code and Adoption:	November 30, 2026
Additional Tasks/Ongoing Support	December 31, 2027

Note: Estimated project timeline is subject to change based on input from selected Firm.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL *(2 pages or less)*

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.4 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

3.3 TECHNICAL PROPOSAL *(5 pages or less)*

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL *(5 pages or less)*

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services. Content must document how Firm meets the minimum qualifications as identified in Paragraph 1.4 "Minimum Qualifications".

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to Part 2 "Scope of Services" and specifically address the following:

- Proposers must demonstrate experience with Washington State planning statutes, including the Growth Management Act (GMA), State Environmental Policy Act (SEPA), recent housing legislation, familiarity with municipal code structures and zoning frameworks commonly used by Washington cities.
- Proposers must demonstrate experience designing and conducting stakeholder outreach processes, including interviews, small group discussions, and presentations to elected and appointed officials.
- Proposers must demonstrate capacity to initiate the project within 30 days of contract award and to complete all tasks within the specified timeframe, unless otherwise extended by the City.

Additionally, provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Resumes may be included limited to 2 pages per person and will not be included as part of page limit. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL *(2 pages or less)*

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on “Bids” located on the left hand column.
2. Find the applicable project and click the “Project Number”.
3. Click on the “Response” tab.
4. In the “Questions” tab, **answer questions and upload required documents** into the bid portal by clicking on “Browse” for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the “Pricing” tab and enter pricing as requested. A “Comment” field is available if needed. Skip “Pricing” Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow “Question Response” information message will change from incomplete to complete. Then the “Submit” button will become available.
7. Click the “Submit Bid” button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the “I Accept and Submit this Bid” button.
8. If you want to remove your Proposal, click the red “Withdraw Bid” button in the “Response” tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Point scoring is preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 30% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	 30 Points (Maximum) 30 Points (Maximum)	60 points
MANAGEMENT PROPOSAL – 40% Firm and Staff Experience/Capabilities/Qualifications	 80 Points (Maximum)	80 points
COST PROPOSAL – 30%	60 Points (Maximum)	60 points
GRAND TOTAL FOR WRITTEN PROPOSAL		**200 POINTS**

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. GRANT REQUIREMENTS

No grant funding has been identified for this project. It is anticipated the project will be funded entirely from Development Services Center Enterprise funds.

6. REFERENCED SITES/DOCUMENTS

Links to sites and documents referenced or applicable to this RFP as background information include:

- City of Spokane Comprehensive Plan
- Spokane Municipal Code
    - Title 17 – City of Spokane Development Code
- TOD Framework Study
- Housing Action Plan
- Sustainability Action Plan
- Bicycle Master Plan
- Centers & Corridors Update Study
- Subarea Plans:
    - South Logan TOD Plan
    - Hillyard Subarea Plan
    - Fifth Avenue Community Plan
- Design Review - Design Standards and Guidelines
    - Citywide Design Guidelines
    - Design Standards and Guidelines for Centers and Corridors
    - Public Projects and Structures Design Guidelines
    - Skywalks Design Guidelines
    - Downtown Design Guidelines
        - Downtown Design Review Threshold Map
    - Mini-Storage Design Guidelines
- Engineering – Design Standards
- Community & Economic Development webpage
- Engage Spokane – Planning & Economic Development webpage
- Revised Code of Washington (RCW)

7. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference is the following document:

Attachment 1 – Terms and Conditions

EXHIBIT C

SPOKANE DEVELOPMENT CODE

PROJECT SCOPE

This section summarizes the scope of work and deliverables we propose for the new Spokane Development Code (SDC).

It takes the whole community to draft a new code. We reference different participant groups throughout this Project Approach. They include:

- **Spokane Development Code Project Team** (SPT) – City's Project Manager and core project leadership staff; responsible for project management.
- **Technical Advisory Committee** (TAC) – Group including representatives from all code-using city departments; will review and vet the SDC Technical Draft.
- **Steering Committee** (SC) – Group comprised of community representatives and the City's partners in planning as well as frequent code users and the development community; intended to reflect a range of perspectives in Spokane.
- **Planning Commission and City Council** (PC and CC) – Planning Commission and City Council. While these are the primary elected and appointed decision-making bodies we interact with during code updates, we may also interact with the Board of Adjustment, and representatives from the Downtown Development Authority, Historic Preservation Commission, Urban Renewal Authority, and other boards and commissions whose missions are impacted by the SDC.
- **Residents and Community Members** – Members of the public who will be asked for input and feedback about topics in the SDC that are important to the community (typically as identified in Spokane's adopted plans).

PHASE 1. PHASE 1:PROJECT STARTUP

This task is designed to establish and set in motion the processes and conversations that will lay the foundation for the success of the project

1.1: PROJECT MANAGEMENT MEETING

An initial kick-off meeting will be held with the Spokane Development Code Project Team (SPT) to confirm project roles and responsibilities, gather background data and information, and establish an agenda and dates for the initial round of orientation meetings. Specific topics will include:

PUBLIC ENGAGEMENT PLAN (ONGOING)

Public participation related to the drafting of land use codes is unique. In contrast to comprehensive planning projects, code updates often involve detailed technical discussions. It takes skill and timing to present such complex materials in an engaging and understandable way, and to avoid "technical topic burnout." We will create an initial Public Engagement Plan that describes our overall approach

to public participation, including methods to secure and maintain community participation, modes or participation (in-person, virtual), and frequency, spanning the duration of the project. As the project progresses and evolves, the Plan can be updated and adjusted as necessary to respond to changing circumstances throughout the duration of the project.

PROJECT MANAGEMENT (ONGOING)

We rely on effective project management for the duration of the project as an essential component of getting to adoption. Our goal is to complete our projects on time and within budget and we find that our success at this due in part to our communication with our clients throughout the project. As the project gets underway, we will schedule regular consultant/staff project coordination calls – typically every other week. We use these calls to talk through the full range of project scheduling, community outreach, and drafting issues. We also set-up procedures for document control, drafting and formatting guides, presentation templates, and check lead times for planning staff or communication staff review prior to releasing documents or submitting agenda packages so we can do our part to stay on schedule.

1.2: ORIENTATION MEETINGS

The Clarion team will start the project content work with a series of live and virtual project orientation meetings with City staff from all departments that interact with the SDC, as well as Spokane's elected and appointed officials. Topics will include overall project goals, scope and schedule, initial strategies for public engagement, and key issues for the new SDC. The Clarion team will schedule time to be on-site for as many orientation meetings as possible, with the remaining orientation meetings scheduled virtually over a two-to three-week period to accommodate the schedules of the various participants.

PHASE 2. SDC BASELINE ASSESSMENT AND DRAFT CODE FRAMEWORK [RFP TASKS 1 AND 2]

We start all code update projects with summary of existing conditions and identification of both big ideas that need to be tackled and everyday code problems that need to be cleaned up. We've provided links to a few of our code assessments in the project descriptions later in this proposal.

2.1: SDC BASELINE ASSESSMENT AND DRAFT CODE FRAMEWORK (ASSESSMENT): STAFF REVIEW DRAFT

The Clarion team will conduct our own analysis of the current development code and combine that analysis with information gathered during the orientation meetings and issues identified by staff and described in the RFP to prepare a detailed assessment of issues that will be addressed as part of the SDC rewrite. The Baseline Assessment will also describe proposed solutions and preferred approaches to resolve identified issues, as well as legal commentary explaining compliance with RCW legislative updates. In some cases, we will present several possible solutions, and work with the SDC to ascertain which approach would work best in Spokane.

The purpose of SDC Baseline Assessment first draft is to allow staff to review and provide substantive feedback on the report. Following staff preparation of one round of written comments, the Clarion team will revise the SDC Baseline Assessment and prepare the Public Review Draft of the SDC Baseline Assessment to be presented at outreach meetings.

2.2: SDC ASSESSMENT: PUBLIC REVIEW AND ELECTED OFFICIAL UPDATE

When the SDC Baseline Assessment has been reviewed and revised, the Clarion team will work with the SDC Project Team to schedule general public meetings (according to the Public Engagement Plan) to discuss the SDC Baseline Assessment and collect comments. The objectives of these meetings will be to invite the public into the SDC update conversation, share the general scope and parameters of the issues that the project will address, and identify critical issues where more extensive community-based conversation will be needed to move toward shared resolution. We will summarize the feedback from the public outreach meetings and present a summary of the Baseline Assessment to the Steering Committee for feedback, followed by project update presentations to the Planning Commission and City Council. We will summarize all of the feedback we receive and post it for community review. We will not make any further revisions to the Baseline Assessment but will move on to drafting the updated SDC.

PHASE 3. PREPARE DRAFT DEVELOPMENT CODE [RFP TASK 3]

With the SDC Baseline Assessment and comment process completed, the Clarion team will begin drafting the new SDC. We will create the updated SDC in two drafts: (1) a Technical Draft that will be a full SDC update prepared for Spokane staff review and comment, and (2) a Public Review Draft that will incorporate staff revisions and be positioned for public engagement and review. Our goal for the Technical Review Draft is to create a full code that includes all of the key updates before going public with a draft designed for community input and comment. This approach decreases the likelihood of going public with a draft that doesn't align with policy and political guideposts and brings the public in to the project at a juncture where there is content and information that addresses their topic of interest and allows them to respond to concrete content and regulations as proposed in the draft.

3.1: TECHNICAL DRAFT DEVELOPMENT CODE

The Technical Draft of the SDC will incorporate the substantive changes agreed upon through the SDC Baseline Assessment process. The draft will include graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. Areas that will benefit from illustrations will be noted, though actual illustrations may not be finalized until final language is agreed in later drafts. The updated SDC will likely include a substantial amount of new information, presented in a new format. To make the review process more manageable for staff, each installment will include commentary and footnotes to explain changes in regulations and practice and the rationale behind each new provision. The commentary and footnotes will also demonstrate how the revised code addresses the issues noted in the SDC Baseline Assessment.

Drafting Organization

Installment 1 – Districts and Uses. This installment focuses on updating the current lineup of zoning districts - both form and traditional - to align with relevant City plans and policies. Revisions to dimensional standards accompany zoning district adjustments, and this installment also looks at needed improvements for any special districts or overlays the City has. Updates to the use regulations will also be included in this installment. This work includes revisiting the categories, potentially creating a single, consolidated use table, updating the listed uses to delete or updated outdated uses (e.g., change gasoline sales to fuel sales), consolidate similar uses, and better describe uses related to City plans and policies, such as changing "other residential household living" into a more detailed

description of middle housing options. We will also explore the possibility of changing some conditional uses to permitted uses by adding or editing use specific standards for clarity and relevance.

Installment 2 – Development Standards. This installment focuses on the development quality standards, such as parking, landscaping, sustainability/resilience (including SEPA), access and circulation, sensitive area protection, building and site design, and exterior lighting. Context sensitive design standards will be considered with the development standards and will be integrated and reconciled with any standards drafted during the zoning districts installment. The development standards are often the most complex part of a development code because of the breadth of standards and their relationship to standards that often live outside the code (such as street standards and other engineering standards). We will work with staff to identify the appropriate location for and potential integration of standards within and outside the Development Code.

Installment 3 – Administration and Procedures. This installment focuses on updating, and where possible streamlining the current procedures for development review applications all while incorporating RCW review time period requirements and exclusions. We will start installment 3 with the creation of a simplified current process map so we understand how the City reviews and decides on project and permit applications. We'll follow this with revisions to the regulatory processes and administration. Clarion's expert code drafters are experienced in establishing procedures that are easy to understand, are based on a consistent and predictable foundation, and apply objective approval criteria--while offering flexibility where appropriate. Our team will work closely with Spokane planning staff to ensure that our proposed recommendations are drafted in a manner that they can be fully implemented by the City. This installment will also include the general provisions of the Development Code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate land development, relationship to other codes, nonconformities, and enforcement of the code).

DRAFTING SEQUENCE

We will prepare the Technical Draft iteratively, first sharing all of the content for the current installment with the TAC and SDC Project Team. We will schedule 90-minute to two-hour monthly TAC meetings to discuss the proposed content. When a full installment has been reviewed by the TAC, we will schedule a Steering Committee meeting to review, discuss, and comment on the installment. We will organize all of the installment comments (TAC and SC) and review potential changes with the SDC Project Team to identify appropriate updates. The Clarion Team will also keep a list of issues for community or policy-maker discussion. As we move into the second and third installments, we will maintain this review schedule and add the new installments to a consolidated draft that includes the content from the earlier installments. We will also incorporate notes or comments from Task 3.2, Community Engagement. At the completion of the consolidated Technical Draft, we will work with the SDC Project Team to determine whether any additional review is needed before sharing the draft with the community.

3.2: TECHNICAL DRAFT DEVELOPMENT CODE – COMMUNITY ENGAGEMENT

While the Clarion team is working with the TAC and SDC Project Team to prepare the full Public Review Draft of the new SDC, we will also be reaching out to the community to gather information to help us draft a new SDC that is unique to Spokane, not an adjusted version of a code from a different

community. We have had recent success with community-based outreach using some of the following exercises:

- Meeting-in-a-Box activity (live and online) to explore how neighborhoods and individuals see what is important to keep or change;
- StoryMap to explain existing zoning and to gather feedback about potential zoning changes; and
- Project fact sheets and surveys to educate about density and housing choices and start a community-wide discussion about anticipating change.

Working with the SDC Project Team, we will make some preliminary choices about this round of outreach as we finalize the Public Involvement Plan.

Our team will initiate each of the community outreach activities and help facilitate focus group discussions about both the outreach exercise and the draft SDC status. During these outreach events, we will also provide the Steering Committee, Plan Commission, and City Council with project drafting and community outreach activity updates. We will organize the comments received from the Steering Committee, Planning Commission, City Council, and the public to review with the SDC Project Team. Our goal will be to identify any additional edits that need to be made to the Technical Draft.

PHASE 4. PUBLIC REVIEW DRAFT SDC [RFP TASK 3]

When the Technical Draft review process and editing is complete, the Clarion team will move into the Public Review Draft phase of the project.

4.1: PUBLIC REVIEW DRAFT DEVELOPMENT CODE – COMMUNITY ENGAGEMENT

The Clarion team will post the Public Review Draft and updated zoning map on the project website for comment. While the Public Review Draft is open for review, the Clarion team will facilitate three live and online learning sessions about the various components of the SDC. Each of the learning sessions will be recorded and posted on the project website for later viewing. Concurrently with the live learning sessions, we will facilitate a Steering Committee (or portentially Plan Commission) discussion of those chapters of the draft to help identify issues and potential changes identified by either the Steering Committee/Plan Commissions or members of the public. We also anticipate providing two project updates to the City Council in this timeframe. We will also schedule a zoning map discussion with the City Attorney's Office to determine whether any areas proposed for rezoning instead of conversion will need to follow the site-specific rezoning requirements. If so, we will coordinate a rezoning notice schedule with staff.

4.2: ADOPTION DRAFT DEVELOPMENT CODE

We will organize the comments received from the Steering Committee, Planning Commission, City Council, and the general public for a discussion with the SDC Project Team about which revisions to incorporate in the Adoption Draft Development Code.

As with the Technical Draft and Public Review Draft, we will first prepare a SDC Project Team review draft of the Adoption Draft Development Code. After one round of consolidated feedback on the SDC Project Team draft, we will prepare the Adoption Draft to be carried forward into the adoption

process. This Word (docx) draft will include final versions of illustrations, charts, tables, and revised text and will address any outstanding issues noted in earlier tasks.

PHASE 5. ADOPTION PROCESS AND NEW SDC IMPLEMENTATION

5.1: ADOPTION MEETING SUPPORT AND PRESENTATIONS

Following posting and distribution of the Adoption Draft, the Clarion team will return to Spokane to present the Adoption Draft to the Planning Commission and City Council. As needed, we will also support the SDC Project Team with supplementary materials or revised ordinance language. Timing-wise, our preference is to have the updated zoning map adopted the new code. This allows staff to start administering the code right away, rather than waiting for the map to be put in place. If this approach won't work in Spokane, for whatever reason, we will coordinate with staff to determine what the next best approach will be.

5.2: SPOKANE DEVELOPMENT CODE

Clarion will prepare a final adopted version of the new Spokane Development Code that reflects comments and amendments that result from the public hearings on the Adoption Draft. This final version will be prepared in the format identified in Organizing Concept discussions.

5.3: IMPLEMENTATION SUPPORT

SDC implementation support will start in Phase 4 and continue through the first full year of SDC implementation. The Clarion team will provide resources to assist staff with implementation of the updated SDC, working with the SDC Project Team to determine what types of resources would be most beneficial. Examples of the resources we have provided previous clients include: the preparation of administrative manuals, procedural checklists for development review, training in Microsoft Word styles (to assist in maintaining the numbered outline format of the document as it is amended over time), crosswalks between old and new regulations, and training sessions to familiarize staff and developers with the updated SDC.

As needed, the Clarion team will work with the City to perform additional services including but not limited to:

- Additional process improvement studies.
- Possible coordination with City's vendor for online hosting of the development code.
- Development of custom dashboards or web tools for monitoring development activity, tracking implementation progress, or visualizing zoning and land use data.
- Ongoing support for code amendments, zoning map refinements, or integration with future comprehensive planning efforts through December 31, 2027

The scope of additional services will be determined based on task authorization and finalized through a contract amendment.

Spokane Development Code Assessment and Modernization Services												
	Clarion Associates							Kimley-Horn				
	Clarion PM E. Garvin	**Assistant PM/Engagement** J. Baker	**Form-Oriented Code Lead** T. Axelrad	**National Regulatory Advisor** D. Elliott	**Senior Associate** M. Squyer	**Associate** C. Cicci	**Graphics** H. White	**Local Project Lead** R. Granrath	**Wash. State Legis. Advisor** C. White	**Outreach** T. Smith	**GIS Mapping** K. Jones	**TOTAL**
Hourly Rate	$225	$145	$225	$225	$125	$90	$110	$250	$350	$150	$255	
Phase 1. Project Startup												
1.1 Project Management Meeting	1	1	0	0	2	0	1	1	1	1	0	8
1.1.1 Project Logo	0	1	0	0	0	0	4	0	0	0	0	5
1.1.2 Project Website and Konveio Setup	0	0	0	0	2	0	1	0	0	0	0	3
1.2 Project Orientation Meetings	2	8	1	1	12	2	0	12	0	8	1	47
Hours	**3**	**10**	**1**	**1**	**16**	**2**	**6**	**13**	**1**	**9**	**1**	**63**
Labor Costs	$675	$1,450	$225	$225	$2,000	$180	$660	$3,250	$350	$1,350	$255	$10,620
Travel/Trips	0	0	0	0	0	0	0	0	0	0	0	
Travel Expense/Konveio Platform for Website	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,000
Task Total												**$16,620**
Phase 2. SDC Baseline Assessment and Draft Code Framework												
2.1 Prepare Staff Draft Existing Codes Assessment	12	20	6	4	30	10	0	20	1	0	4	107
2.1.1 Revew with Staff and Revise	2	8	2	2	20	20	6	4	0	0	0	64
2.1.1 Prepare Presentation and Engagement Materials for 2.2	1	8	0	0	10	0	2	2	0	2	0	25
2.2 Baseline Assessment Engagement	16	20	2	0	4	0	0	12	0	13	2	69
Hours	**31**	**56**	**10**	**6**	**64**	**30**	**8**	**38**	**1**	**15**	**6**	**265**
Labor Costs	$6,975	$8,120	$2,250	$1,350	$8,000	$2,700	$880	$9,500	$350	$2,250	$1,530	$43,905
Travel/Trips	1	1	0	0	0	0	0	0	0	0	0	
Travel Expense	$1,225	$1,225	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,450
Task Total												**$46,355**
Phase 3. Technical Draft Development Code and Zoning Map Update												
3.1.1 Installment 1: Districts and Uses												
3.1.1.a Prepare Staff Review Draft	8	36	16	4	60	40	12	20	1	0	0	199
3.1.1.b Confer with Staff/TAC and Revise Draft	6	12	10	2	40	20	4	4	0	0	0	98
3.1.1.c Post I1 Draft for Public Review and Meet with SC	2	8	2	0	0	0	0	2	0	4	0	18
3.1.1.d Prepare Staff Draft Zoning District Conversion Map	0	4	0	0	4	0	0	2	0	0	10	20
3.1.2 Installment 2: Development Standards												
3.1.2.a Prepare Staff Review Draft	10	36	2	2	80	40	16	30	0	0	0	220
3.1.2.b Confer with Staff/TAC and Revise Draft	8	12	2	2	40	10	4	4	0	0	0	82
3.1.2.c Post I2 Draft for Public Review and Meet with SC	2	8	0	0	0	0	0	2	0	4	0	16
3.1.2.d Review and Revise Zoning District Conversion Map	1	4	0	0	2	0	0	2	0	0	10	19
3.1.3 Installment 3: Administration and Procedures												
3.1.3.a Prepare Staff Review Draft	36	10	4	8	40	20	8	60	2	0	0	188
3.1.3.b Confer with Staff/TAC and Revise Draft	8	16	0	2	20	10	2	10	1	0	0	69
3.1.3.d Post I3 Draft for Public Review and Meet with SC	8	6	0	0	0	0	0	8	0	4	0	26
3.2 Technical Draft Community Engagement												
3.2.1 Installment 1 Engagement	16	16	2	0	4	0	0	12	0	16	0	66
3.2.2 Installment 2 Engagement	16	16	0	0	4	0	0	12	0	16	0	64
3.2.3 Installment 3 + Zoning Map Engagement	8	8	0	0	4	4	4	12	0	16	10	66
3.3 Prepare Public Draft Development Code												
3.4.1 Prepare Staff Review Draft	10	20	0	0	30	20	4	20	0	0	0	108
3.4.2 Confer with Staff/TAC and Revise Draft	8	16	0	0	20	10	4	16	0	0	0	74
Hours	**147**	**228**	**38**	**20**	**348**	**174**	**58**	**216**	**4**	**60**	**30**	**1,333**
Labor Costs	$33,075	$33,060	$8,550	$4,500	$43,500	$15,660	$6,380	$54,000	$1,400	$9,000	$7,650	$219,675
Travel/Trips	2	2	0	0	0	1	1	0	0	0	0	
Travel Expense	$2,450	$2,450	$0	$0	$0	$1,225	$1,225	$0	$0	$0	$0	$7,350
Task Total												**$227,025**
Phase 4. Public Draft Development Code												
4.1 Community Engagement	16	16	0	0	20	0	0	24	2	24	0	**102**
4.1 Adoption Version Development Code and Zoning Map	16	24	0	0	20	20	8	16	0	0	4	**108**
Hours	**32**	**40**	**0**	**0**	**40**	**20**	**8**	**40**	**2**	**24**	**4**	**210**
Labor Costs	$7,200	$5,800	$0	$0	$5,000	$1,800	$880	$10,000	$700	$3,600	$1,020	$36,000
Travel/Trips	1	2	0	0	0	0	0	0	0	0	0	
Travel Expense	$1,225	$2,450	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,675
Task Total												**$39,675**
Phase 5. Development Code Adoption and Implementation												
5.1 Adoption Meeting Support and Presentations	40	8	0	0	0	0	0	40	0	0	0	88
5.2 Post-Adoption Code Clean-Up	2	8	0	0	0	0	0	4	0	0	0	14
5.3 Implementation Support (tasks TBD, no budget included)												
Hours	**42**	**16**	**0**	**0**	**0**	**0**	**0**	**44**	**0**	**0**	**0**	**102**
Labor Costs	$9,450	$2,320	$0	$0	$0	$0	$0	$11,000	$0	$0	$0	$22,770
Travel/Trips	3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Travel Expense	$3,675	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,675
Task Total												**$22,770**
SUBTOTAL												**$352,445**
On-call legal review (approximately 40 hours)												$16,000.00
Total												**$368,445**



Request for Qualifications and Proposals: #6432-25

Development Code Assessment and Modernization Services

Spokane, Washington

CLARION



CLARION
1630 Welton Street, Ste 1000C
Denver, CO. 80202
303.830.2890
www.clarionassociates.com

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Spokane WA area photos provided by Adobe Stock

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August 25, 2025

City of Spokane

Electronic submission via ProcureWare online procurement system portal: https://spokane.procureware.com

ATTN: Connie Wahl, City of Spokane Purchasing Department

Re: RFP 6432-55: Development Code Assessment and Modernization Services

Dear Ms. Wahl and Selection Committee Members:

On behalf of Clarion Associates, I am pleased to submit this proposal to assist the City of Spokane with the Development Code Assessment and Modernization Services.

Clarion Associates, LLC, is a nationally recognized land-use consulting firm with extensive experience preparing development codes for jurisdictions of all sizes across the country since our founding in 1992. Our firm has a staff of 18 people, including planners, attorneys, and graphic designers, with offices in Denver, Colorado, and Chapel Hill, North Carolina.

Clarion focuses on creating development codes that are tailored to the community using the most appropriate regulatory tools and processes available. In recent projects, we've created or updated traditional zoning codes and form-based codes, drafted affordable housing incentives and regulations, and implemented new state statutes and regulations across a range of topics. We do a significant amount of our work in the Western United States and we've been both participants in and students of a range of recent regulatory updates focused on making local code content and process changes that result in faster development review and the creation of a wider range of housing options.

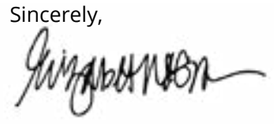
We are very excited to be able to team with Kimley-Horn. Their recent work on regulating middle housing and revising development review processes for communities in Washington (and the Washington Department of Commerce) will bring an added dimension of understanding to our work on the Spokane development code. Kimley-Horn's team will be lead by our local project manager, Rachel Granrath, a Spokane native who has both public and private sector planning experience. Rachel will be working with Talon Smith on outreach, Kylee Jones on GIS/mapping, and Clay White, who is the firm's Washington State Legislative Advisor.

Our proposed approach for updating Spokane's development code and zoning map update project is outlined in the pages that follow. We would be happy to discuss any refinements or alternative approaches with the City, as well as to prepare a more detailed scope and budget. Please do not hesitate to contact us if you have questions or comments or if you need additional information.

The Clarion/Kimley-Horn team meets the RFP Section 1.4 Minimum Qualifications. Clarion has led and completed code update projects for Boise, Idaho (population 238,000) and Colorado Springs, Colorado (population 494,000) in the past 5 years, among many others. If we are selected, as a land use attorney and planner with over 30 years of experience in regulatory drafting, I will serve as the project manager out of our Denver office. Clarion is able to comply with all of the terms and conditions in the RFP.

We look forward to further conversation about this project with you.

Sincerely,



Elizabeth Garvin, AICP, Director
egarvin@clarionassociates.com

TECHNICAL PROPOSAL

PROJECT SCOPE

This section summarizes the scope of work and deliverables we propose for the new Spokane Development Code (SDC).

It takes the whole community to draft a new code. We reference different participant groups throughout this Project Approach. They include:

- **Spokane Development Code Project Team** (SPT) – City's Project Manager and core project leadership staff; responsible for project management.
- **Technical Advisory Committee** (TAC) – Group including representatives from all code-using city departments; will review and vet the SDC Technical Draft.
- **Steering Committee** (SC) – Group comprised of community representatives and the City's partners in planning as well as frequent code users and the development community; intended to reflect a range of perspectives in Spokane.
- **Planning Commission and City Council** (PC and CC) – Planning Commission and City Council. While these are the primary elected and appointed decision-making bodies we interact with during code updates, we may also interact with the Design Review Board; Historic Landmarks Commission; Public Infrastructure, Environment, and Safety Committee; and other boards and commissions whose missions are impacted by the SDC.
- **Residents and Community Members** – Members of the public who will be asked for input and feedback about topics in the SDC that are important to the community (typically as identified in Spokane's adopted plans).

PHASE 1: PROJECT STARTUP

This task is designed to establish and set in motion the processes and conversations that will lay the foundation for the success of the project.

TASK 1.1: PROJECT MANAGEMENT MEETING

An initial kick-off meeting will be held with the Spokane Development Code Project Team (SPT) to confirm project roles and responsibilities, gather background data and information, and establish an agenda and dates for the initial round of orientation meetings. Specific topics will include:

PUBLIC ENGAGEMENT PLAN (ONGOING)

Public participation related to the drafting of land use codes is unique. In contrast to comprehensive planning projects, code updates often involve detailed technical discussions. It takes skill and timing to present such complex materials in an engaging and understandable way, and to avoid "technical topic burnout." We will create an initial Public Engagement Plan that describes our overall approach to public participation, including methods to secure and maintain community participation, modes or participation (in-person, virtual), and frequency, spanning the duration of the project. As the project progresses and evolves, the Plan can be updated and adjusted as necessary to respond to changing circumstances throughout the duration of the project.

PROJECT MANAGEMENT (ONGOING)

We rely on effective project management for the duration of the project as an essential component of getting to adoption. Our goal is to complete our projects on time and within budget and we find that our success at this due in part to our communication with our clients throughout the project. As the project gets underway, we will schedule regular consultant/staff project coordination calls – typically every other week. We use these calls to talk through the full range of project scheduling, community outreach, and drafting issues. We also set-up procedures for document control, drafting and formatting guides, presentation templates, and check lead times for planning staff or communication staff review prior to releasing documents or submitting agenda packages so we can do our part to stay on schedule.

TASK 1.2: ORIENTATION MEETINGS

The Clarion team will start the project content work with a series of live and virtual project orientation meetings with City staff from all departments, boards, and commissions that interact with the SDC, as well as Spokane's elected and appointed officials. Topics will include overall project goals, scope and schedule, initial strategies for public engagement, and key issues for the new SDC. The Clarion team will schedule time to be on-site for as many orientation meetings as possible, with the remaining orientation meetings scheduled virtually over a two-to three-week period to accommodate the schedules of the various participants.

PHASE 2: SDC DRAFT CODE FRAMEWORK (BASELINE ASSESSMENT) [RFP TASKS 1 AND 2]

We start all code update projects with summary of existing conditions and identification of both big ideas that need to be tackled and everyday code problems that need to be cleaned up. We've provided links to a few of our code assessments in the project descriptions later in this proposal.

TASK 2.1: SDC BASELINE ASSESSMENT: STAFF REVIEW DRAFT

The Clarion team will conduct a preliminary analysis of the current development code, and combine that analysis with information gathered during the orientation meetings, and issues identified by staff and described in the RFP, to prepare a detailed assessment of issues that will be addressed as part of the SDC rewrite. The Baseline Assessment will also describe proposed solutions and preferred approaches to resolve identified issues. In some cases, we will present several possible solutions, and work with the SDC to ascertain which approach would work best in Spokane.

The purpose of SDC Baseline Assessment staff review draft is to allow staff to review and provide substantive feedback on the report. Following staff preparation of one round of written comments, the Clarion team will revise the SDC Baseline Assessment and prepare the Public Review Draft of the SDC Baseline Assessment to be presented at outreach meetings.

TASK 2.2: 2.2 SDC ASSESSMENT: PUBLIC REVIEW AND ELECTED OFFICIAL UPDATE

When the SDC Baseline Assessment has been reviewed and revised, the Clarion team will work with the SDC Project Team to schedule general public meetings (according to the Public Engagement Plan) to discuss the SDC Baseline Assessment and collect comments. The objectives of these meetings will be to invite the public into the SDC update conversation, share the general scope and parameters of the issues that the project will address, and identify critical issues where more extensive community-based conversation will be needed to move toward shared resolution. We will summarize the feedback from the public outreach meetings and present a summary of the Baseline Assessment to the Steering Committee for feedback, followed by project update presentations to the Plan Commission and City Council. We will summarize all of the feedback we receive and post it for community review. We will not make any further revisions to the Baseline Assessment, but will move on to drafting the updated SDC.

PHASE 3: PREPARE TECHNICAL DRAFT DEVELOPMENT CODE [RFP TASK 3]

With the SDC Baseline Assessment and comment process completed, the Clarion team will begin drafting the new SDC. We will create the updated SDC in two drafts: (1) a Technical Draft that will be a full SDC update prepared for Spokane staff review and comment, and (2) a Public Review Draft that will incorporate staff revisions and be positioned for public engagement and review. Our goal for the Technical Review Draft is to create a full code that includes all of the key updates before going public with a draft designed for community input and comment. This approach decreases the likelihood of going public with a draft that doesn't align with policy and political guideposts and brings the public in to the project at a juncture where there is content and information that addresses their topic of interest, and allows them to respond to concrete content and regulations as proposed in the draft.

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Installment 1 – Districts and Uses. This installment focuses on updating the current lineup of zoning districts - both form and traditional - to align with relevant City plans and policies. Revisions to dimensional standards accompany zoning district adjustments, and this installment also looks at needed improvements for any special districts or overlays the City has. Updates to the use regulations will also be included in this installment. This work includes revisiting the categories, potentially creating a single, consolidated use table, updating the listed uses to delete or updated outdated uses (e.g., change gasoline sales to fuel sales), consolidate similar uses, and better describe uses related to City plans and policies, such as changing "other residential household living" into a more detailed description of middle housing options. We will also explore the possibility of changing some conditional uses to permitted uses by adding or editing use specific standards for clarity and relevance.

Installment 2 – Development Standards. This installment focuses on the development quality standards, such as parking, landscaping, sustainability/resilience (including SEPA), access and circulation, sensitive area protection, building and site design, and exterior lighting. Context-sensitive design standards will be considered with the development standards and will be integrated and reconciled with any standards drafted during the zoning districts installment. The development standards are often the most complex part of a Development Code because of the breadth of standards and their relationship to standards that often live outside the code (such as street standards and other engineering standards). We will work with staff to identify the appropriate location for and potential integration of standards within and outside the Development Code.

Installment 3 – Administration and Procedures. This installment focuses on updating, and where possible streamlining the current procedures for development review applications all while incorporating RCW review time period requirements and exclusions. We will start installment 3 with the creation of a simplified current process map so we understand how the City reviews and decides on project and permit applications. We'll follow this with revisions to the regulatory processes and administration. Clarion's expert code drafters are experienced in establishing procedures that are easy to understand, are based on a consistent and predictable foundation, and apply objective approval criteria--while offering flexibility where appropriate. Our team will work closely with Spokane planning staff to ensure that our proposed recommendations are drafted in a manner that they can be fully implemented by the City. This installment will also include the general provisions of the Development Code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate land development, relationship to other codes, nonconformities, and enforcement of the code).

DRAFTING SEQUENCE

We will prepare the Technical Draft iteratively, first sharing all of the content for the current installment with the TAC and SDC Project Team. We will schedule 90-minute to two-hour monthly TAC meetings to discuss the proposed content. When a full installment has been reviewed by the TAC, we will schedule a Steering Committee meeting to review, discuss, and comment on the installment. We will organize all of the installment comments (TAC and SC) and review potential changes with the SDC Project Team to identify appropriate updates. The Clarion Team will also keep a list of issues for community or policy-maker discussion. As we move into the second and third installments, we will maintain this review schedule and add the new installments to a consolidated draft that includes the content from the earlier installments. We will also incorporate notes or comments from Task 3.2, Community Engagement. At the completion of the consolidated Technical Draft, we will work with the SDC Project Team to determine whether any additional review is needed before sharing the draft with the community.

UPDATED ZONING MAP

Updating the zoning map will follow generally the same timeframe as creation of the Technical Draft. Following agreement on the zoning district line-up as part of Installment 1, we will create a zoning conversion map (usually a StoryMap) that shows how the current districts would be updated to the revised districts. We'll use this interim map to confirm conversions with planning and GIS staff and identify any locations that should be rezoned rather than converted. When the conversion zoning map has been vetted, we will post it on the project website for community review and clarifications. We will also roll the conversion map into the Installment 2 and 3 and Public Review Draft community engagement exercises to share it as broadly as possible.

TASK 3.2: TECHNICAL DRAFT COMMUNITY ENGAGEMENT

While the Clarion team is working with the TAC and SDC Project Team to prepare the full Public Review Draft of the new SDC, we will also be reaching out to the community to gather information to help us draft a new SDC that is unique to Spokane, not just an adjusted version of a code from a model or a different community. We have had recent success with community-based outreach using some of the following exercises:

- Meeting-in-a-Box activity (live and online) to explore how neighborhoods and individuals see what is important to keep or change;
- StoryMap to explain existing zoning and to gather feedback about potential zoning changes; and
- Project fact sheets and surveys to continue education from adopted plans and policies about topics such as density and housing choices and start a community-wide discussion about anticipating change.

Working with the SDC Project Team, we will make some preliminary choices about this round of outreach as we finalize the Public Engagement Plan and revise it as needed.

Our team will initiate each of the community outreach activities and to help facilitate focus group discussions about both the outreach exercise and the draft SDC status. During these outreach events, we will also provide the Steering Committee, Plan Commission, and City Council with project drafting and community outreach activity updates.

We will organize the comments received from the Steering Committee, Planning Commission, City Council, and the public to review with the SDC Project Team. Our goal will be to identify any additional edits that need to be made to the Technical Draft.

PHASE 4: PUBLIC REVIEW DRAFT SDC [RFP TASK 3]

When the Technical Draft review process and editing is complete, the Clarion team will move into the Public Review Draft phase of the project.

TASK 4.1: PUBLIC REVIEW DRAFT DEVELOPMENT CODE – COMMUNITY ENGAGEMENT

The Clarion team will post the Public Review Draft and updated zoning map on the project website for comment. While the Public Review Draft is open for review, the Clarion team will facilitate three live and online learning sessions about the various components of the SDC. Each of the learning sessions will be recorded and posted on the project website for later viewing. Concurrently with the live learning sessions, we will facilitate a Steering Committee (or portentially Plan Commission) discussion of those chapters of the draft to help identify issues and potential changes identified by either the Steering Committee/Plan Commissions or members of the public. We also anticipate providing two project updates to the City Council in this timeframe. We will also schedule a zoning map discussion with the City Attorney's Office to determine whether any areas proposed for rezoning instead of conversion will need to follow the site-specific rezoning requirements. If so, we will coordinate a rezoning notice schedule with staff.

TASK 4.2: ADOPTION DRAFT DEVELOPMENT CODE AND ZONING MAP

We will organize the comments received from the Steering Committee, Plan Commission, City Council, and the general public for a discussion with the SDC

Project Team about which revisions to incorporate in the Adoption Draft Development Code.

As with the Technical Draft and Public Review Draft, we will first prepare a SDC Project Team review draft of the Adoption Draft Development Code. After one round of consolidated feedback on the SDC Project Team draft, we will prepare the Adoption Draft to be carried forward into the adoption process. This Word (docx) draft will include final versions of illustrations, charts, tables, and revised text and will address any outstanding issues noted in earlier tasks.

PHASE 5: ADOPTION AND IMPLEMENTATION SUPPORT [RFP TASK 4]

TASK 5.1: ADOPTION MEETING SUPPORT AND PRESENTATIONS

Following posting and distribution of the Adoption Draft, the Clarion team will work with staff to present the Adoption Draft to the Plan Commission and City Council. As needed, we will also support the SDC Project Team with supplementary materials or revised ordinance language.

Timing-wise, our preference is to have the updated zoning map adopted the the new code. This allows staff to start administering the code right away, rather than waiting for the map to be put in place. If this approach won't work in Spokane, for whatever reason, we will coordinate with staff to determine what the next best approach will be.

TASK 5.2: SPOKANE DEVELOPMENT CODE

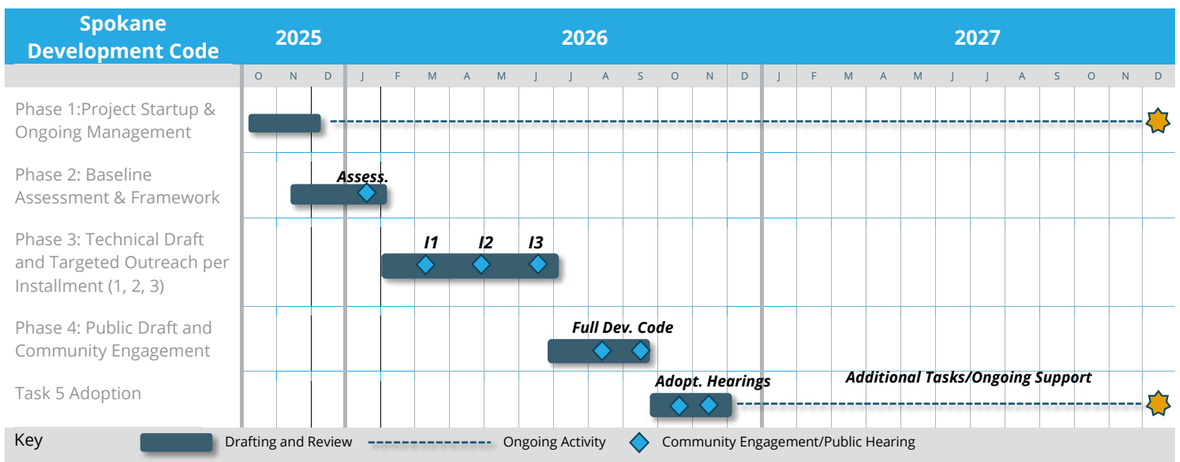
Clarion will prepare a final adopted version of the new Spokane Development Code that reflects comments and amendments that result from the public hearings on the Adoption Draft.

TASK 5.3: IMPLEMENTATION SUPPORT

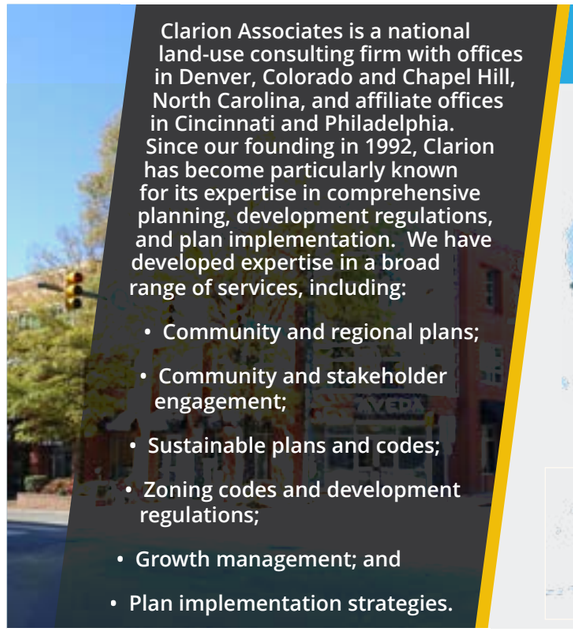
SDC implementation support will start in Task 4 and continue through the first full year of SDC implementation. The Clarion team will provide resources to assist staff with implementation of the updated SDC, working with the SDC Project Team to determine what types of resources would be most beneficial. Examples of the resources we have provided previous clients include: the preparation of administrative manuals, procedural checklists for development review, training in Microsoft Word styles (to assist in maintaining the numbered outline format of the document as it is amended over time), crosswalks between old and new regulations, and training sessions to familiarize staff and developers with the updated SDC.

PROJECT SCHEDULE

Based on our experience, we believe the proposed project timeline should be extended somewhat to allow time for staff to review and work through the new draft and allow time for the community to gather their thoughts and share them. The project timeline below meets the RFP estimated project timeline. If selected, we would like to discuss this timeline in a little more detail.



MANAGEMENT PROPOSAL



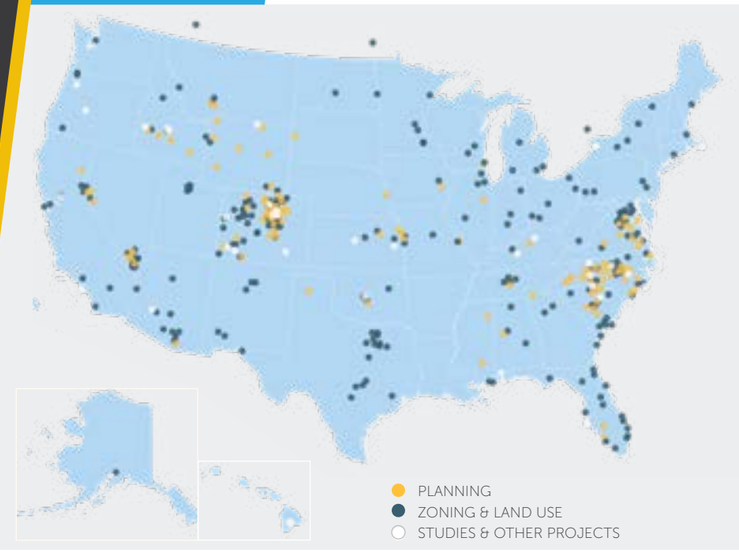
Clarion Associates is a national land-use consulting firm with offices in Denver, Colorado and Chapel Hill, North Carolina, and affiliate offices in Cincinnati and Philadelphia. Since our founding in 1992, Clarion has become particularly known for its expertise in comprehensive planning, development regulations, and plan implementation. We have developed expertise in a broad range of services, including:

- Community and regional plans;
- Community and stakeholder engagement;
- Sustainable plans and codes;
- Zoning codes and development regulations;
- Growth management; and
- Plan implementation strategies.

CLARION

303.830.2890

www.clarionassociates.com



33 years of effective land use solutions

20 staff to meet the needs of our client communities

600+ diverse community partnerships

97% development code adoption rate

250+ adopted development codes

EXPERIENCE Public sector plans and codes have been Clarion's core focus for more than 30 years. Many of our staff members have experience working on both plans and codes. This "cross-training" allows us to not only provide effective plan and policy direction, but to also build in recommendations regarding future code updates that may be needed to implement the plan. We are often hired to implement those recommendations following the adoption of the plan—either through targeted code amendments as an extension of the plan process or as a standalone code rewrite. Clarion has a reputation for preparing plans and codes that are accessible to stakeholders and the community while still being very strong on substance to ensure that they meet the needs of plan administrators and decision-makers. We accomplish this by focusing on organizational structure, the development of clear and concise policy language, legibility of key plan concepts, and use of illustrative graphics and images. We are highly experienced at translating complex concepts and technical data into user-friendly language and graphics.

WHY US Clarion takes a hands-on approach with all of its projects. Our ability to do this is supported by our emphasis on maintaining a relatively small, but highly skilled and efficient staff. We establish strong working relationships with our clients that extend from the first set of meetings through adoption.

What We Do

FIRM PROFILE

Kimley-Horn is a full-service community planning, design, and engineering consulting firm providing services to private- and public-sector clients throughout Washington and nationwide. Founded in 1967, Kimley- Horn has grown to a staff of more than 9,300 professionals who serve a wide range of clients across many disciplines from more than 146 offices nationwide, including a local Spokane office and three others in Western Washington. Our multidisciplinary experience covers a wide range of services including land use planning, master planning, civil engineering, stormwater management, traffic engineering, transit planning and design, aviation services, roadway design, environmental services, and structural engineering.

RELEVANT STATE & LOCAL EXPERIENCE

In addition to our planning team's experience working directly with 16 counties across Washington, Kimley-Horn is actively serving cities and counties throughout the greater Spokane and Eastern Washington region. Our work spans from complete development code rewrites to targeted updates—such as middle housing provisions, streamlined permitting procedures, and zoning classification adjustments.

We also bring extensive experience working with the Washington State Department of Commerce. Our team has led or contributed to key state initiatives, including the model ordinance and guidance for implementing House Bill (HB) 1110 on Middle Housing, as well as integrating both HB 1110 and HB 1337 requirements. We have been actively involved in the Collaborative Roadmap, the Urban Growth Area Guidebook, the Rural Guidebook, the Buildable Lands Guidelines Update, and the Local Project Review Act guidance under SB 5290.

Our direct role in developing statewide guidance provides us with unique insight into how state mandates can be effectively translated into local development codes and zoning regulations—ensuring compliance while supporting each community's vision and needs.

TEAM ORGANIZATION

ELIZABETH GARVIN, ESQ., AICP
PROJECT MANAGER

CLARION

JENNY BAKER, AICP
ASSISTANT PROJECT MANAGER

DON ELLIOT, ESQ., AICP
NATIONAL REGULATORY ADVISOR

TINA AXELRAD, ESQ., AICP
FORM-ORIENTED CODE LEAD

MAGGIE SQUYER, AICP
SENIOR ASSOCIATE

COREY CICCI
ASSOCIATE

HOLLY WHITE
GRAPHICS

Kimley»Horn

RACHEL GRANRATH, AICP
LOCAL PROJECT LEAD

CLAY WHITE
WASHINGTON STATE LEGISLATIVE ADVISOR

TALON SMITH
OUTREACH

KYLEE JONES, AICP, ENV SP
GIS MAPPING

KEY TEAM MEMBERS



ELIZABETH GARVIN, ESQ, AICP
AVAILABILITY 20%
PROJECT MANAGER & ENGAGEMENT
Elizabeth, a Director at Clarion, is a dual-qualified attorney and planner. She has successfully prepared and updated land use codes, advised on complex land use issues, and facilitated public engagement for communities throughout Colorado and the country.



JENNY BAKER
AVAILABILITY 20%
ASSISTANT PROJECT MANAGER & ENGAGEMENT
Jenny is a planner at Clarion with a passion for using zoning to improve communities. Her previous experience includes managing complex land use requests, such as subdivisions and zoning amendments, as a senior planner in Missoula, Montana.



DON ELLIOT, ESQ., AICP
AVAILABILITY 5%
NATIONAL REGULATORY ADVISOR
Don is an urban planner, lawyer, and land use consultant with 40 years of professional experience and a national reputation as project manager, author, innovator, and solver of complex governance challenges.



TINA AXELRAD, ESQ., AICP
AVAILABILITY 8%
FORM-ORIENTED CODE LEAD
A seasoned professional with 35 years of experience in city planning and the law, Tina has held key leadership positions in both the public and private sectors. Their expertise spans zoning administration, real estate development, and strategic planning, with a focus on process improvements. As she leaves Denver to start collaborating with Clarion associates, Tina has a proven history of managing complex teams, overseeing significant projects, and conducting professional seminars on land use regulations.



MAGGIE SQUYER, AICP
AVAILABILITY 30%
SENIOR ASSOCIATE & ENGAGEMENT
As an Associate in Clarion's Denver office, Maggie focuses on creating effective, user-friendly planning documents. She believes in a "listen first" approach to ensure policy recommendations are tailored to the needs of the community and the officials who implement them.



COREY CICCI
AVAILABILITY 15%
AUDIT DRAFTING & ENGAGEMENT
A Clarion Associate in the Denver office, Corey specializes in how regulations shape the built environment. He previously worked as a Planner I for the City of Brighton, gaining experience in development review, code enforcement, and economic development. An Army veteran, he brings unique insight into the planning needs of military communities.



HOLLY WHITE
AVAILABILITY 10%
GRAPHICS
Holly is the Design Lead at Clarion, specializing in graphic design and 3D visualization. Her diverse background in urban, landscape, and web design informs her work in creating clean, effective visuals that enhance public spaces and engagement for planning projects.

RACHEL GRANRATH, AICP

AVAILABILITY 20%

LOCAL PROJECT LEAD

With 13 years of experience in land-use planning, Rachel leads projects across Washington, Idaho, Montana, and Colorado. She focuses on translating community goals into clear, effective development codes and regulations. She has a proven track record of successfully aligning public and private interests to bring visions to life on the ground.

KEY PROJECTS:



- Commerce, SB 5290 Implementing Statewide Permitting, Statewide, WA
- Mercer Island Middle Housing Code, Mercer Island, WA
- Castle Rock Zoning Code Amendments, Castle Rock, WA
- City of Ephrata, Code Modernization & Comprehensive Plan, Ephrata, WA

CLAY WHITE

AVAILABILITY 10%

WASHING STATE LEGISLATIVE ADVISOR

For over 27 years, Clay has been a trusted land-use planner for cities, counties, and private clients across Washington. He excels at developing and implementing practical regulations and policies that support community goals. A skilled leader, Clay has a proven track record of successfully guiding complex code and policy updates and ensuring they are effective for public officials, community groups, and the permitting process.

KEY PROJECTS:



- City of Kenmore, Middle Housing Code update, Kenmore, WA
- City of Walla Walla, Middle Housing Code update, Walla Walla, WA
- City of Mercier Island, Middle Housing Code Assistance, Mercer Island, WA
- Spokane County, 2026 Comprehensive Plan Periodic Update, Spokane County, WA

TALON SMITH

AVAILABILITY 15%

OUTREACH

With a strong background in data analysis and visualization, Talon helps communities across the Pacific Northwest turn their vision into reality. He provides GIS and mapping support for long-range planning projects, focusing on developing effective and easy-to-use development regulations. Talon excels at making complex data accessible and valuable for both community staff and residents..

KEY PROJECTS:



- City of Ritzville, Mixed-Use Development Code, Ritzville, WA — Development Code Analyst
- Walla Walla County, 2026 Walla Walla County Comprehensive Plan/Climate Element, Walla Walla County, WA
- City of Port Townsend, Port Townsend Active Transportation Plan, Port Townsend, WA
- Whatcom County, Whatcom County Comprehensive Plan, Whatcom County, WA

KYLEE JONES, AICP, ENV SP

AVAILABILITY 15%

GIS MAPPING

With eight years of experience, Kylee Jones is a Spokane-based planner who specializes in public engagement and community planning. She has led code and policy development, transportation plans, and land-use projects across Washington and the Northwest. Her expertise lies in designing locally tailored outreach strategies that ensure community feedback directly informs policy and design outcomes.

KEY PROJECTS:



- City of Spokane, Public Engagement On-Call, Spokane, WA
- City of Newport, 2026 Periodic Comprehensive Plan Update, Newport, WA
- City of Spokane Valley, Parks Master Plan, Spokane Valley, WA
- Spokane Regional Transportation Council, Public Participation Plan, Spokane, WA

CONTRACTS AND REFERENCES

CLARION

BOISE, IDAHO - ZONING & SUBDIVISION ORDINANCE REWRITE (2019-2023)

Project Link: Zoning Code | City of Boise

REFERENCE

Andrea Tuning, Senior Planner
(208) 608-7091 atuning@cityofboise.org

COLORADO SPRINGS, COLORADO - ZONING & SUBDIVISION ORDINANCE REWRITE (2019-2023)

Project Link: Retool COS - Zoning Ordinance | City of Colorado Springs

REFERENCE

Morgan Hester, Principal Planner
(719) 385-5177
Morgan.Hester@coloradosprings.gov

REFERENCE

LAWRENCE, KANSAS - LAND DEVELOPMENT CODE REVISION/UPDATE (2022-2025)

Project Link: Lawrence Land Development Code

REFERENCE

Jeff Crick, AICP, Director
Planning and Development Services
(785) 832-7700 jcrick@lawrenceks.org

COLORADO - COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS (DOLA) TEMPLATE DEVELOPMENT CODE (2023-2024)

Project Link: Land Use Codes | Division of Local Government

REFERENCE

Andy Hill, Director
Community Development
(303) 864-7725 Andy.hill@state.co.us

PASCO, WASHINGTON - DEVELOPMENT PROCESS REVIEW (2024-2025)

Project Link:

REFERENCE

Craig Raymond, Community & Economic Development Deputy Director
509-545-3415 raymondc@pasco-wa.gov

Kimley-Horn

WASHINGTON - CITY OF MOSES LAKE, UNIFIED DEVELOPMENT CODE (2021-2024)

REFERENCE

Vivian Ramsey, Planning Manager
(509) 764-3749 vramsey@cityofml.com

WASHINGTON - WASHINGTON STATE DEPARTMENT OF COMMERCE, MIDDLE HOUSING MODEL ORDINANCES FOR IMPLEMENTATION OF HB 1110, STATEWIDE, WA (2023 - 2024)

REFERENCE

Mary Reinbold, Senior Policy Analyst
(509) 638-5449 reinbold@commerce.wa.gov

CITY OF KENMORE, MIDDLE HOUSING CODE DEVELOPMENT AND COMPREHENSIVE PLAN, KENMORE, WA (2023-2024)

REFERENCE

Debbie Bent, Community Development Director,
425.398.8900, dbent@kenmorewa.gov

WASHINGTON STATE DEPARTMENT OF COMMERCE, URBAN AND RURAL GUIDEBOOKS, STATEWIDE, WA (2024-2025)

REFERENCE

Dave Andersen, Senior Managing Director, Growth Management Services, 509.434.4491,
dave.andersen@commerce.wa.gov

WASHINGTON - WASHINGTON STATE DEPARTMENT OF COMMERCE, 5290 PERMIT PROCESS REFORM, STATEWIDE, WA (2024 - 2025)

REFERENCE

Dave Andersen, Senior Managing Director
Growth Management Services
(509) 434-4491 dave.andersen@commerce.wa.gov

MANAGEMENT PROPOSAL

BOISE, IDAHO

Zoning Ordinance (2019-2023)

2019 - 2023 In 2019 Boise retained Clarion Associates and Kushlan Associates to prepare a new zoning ordinance to help implement the comprehensive plan and reflect the themes evoked through local conversations—namely: Lasting Environments, Innovative Enterprises, and Vibrant Communities. The first step in this process was to complete an extensive round of public engagement and outreach, and then compile a Diagnostic and Solutions report to guide the remainder of the zoning code drafting process. Following the election of a new mayor in late 2019, public engagement tools were revised to allow more opportunity for engagement under pandemic constraints, and the draft report was updated to reflect an even broader and more inclusive list of community voices.

View the Boise Zoning Code Rewrite project.

REFERENCE

Andrea Tuning, Senior Planner / Project Manager
City of Boise
208-608-7091 atuning@cityorboise.org



LAWRENCE, KANSAS

Land Development Code Revision/Update

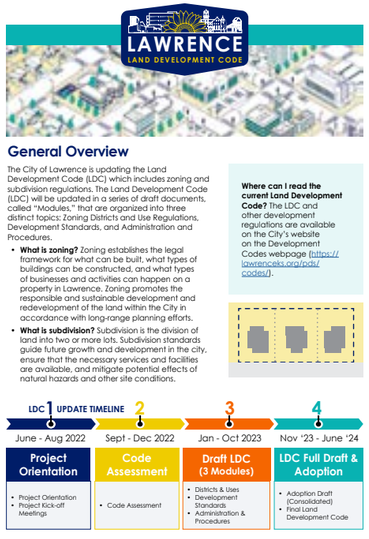
2022-2025 Clarion Associates was retained in 2022 to help the university town of Lawrence, Kansas, with a major revision/ update of its Land Development Code. Key priorities for the project are to implement the City's recent comprehensive, downtown, and subarea plans. Substantive areas of focus include improvements to the City's environmental regulations, expanding housing options, and reinforcing the region's commitment to compact growth and sustainability.

Clarion worked closely with a City Council- appointed Steering Committee to establish standards for middle housing, reduced parking requirements, increased focus on sustainability and resilience, and process improvements. According to staff, the speed of development approvals has improved significantly over the four-plus months the new code has been in place.

View the Lawrence LDC.

REFERENCE

Jeff Crick, AICP, Planning and Development Services Director
785-832-7700 jcrick@lawrenceks.org



COLORADO SPRINGS, COLORADO

Zoning & Subdivision Ordinance Rewrite

2019-2023 In 2019 Clarion Associates was selected to draft a new Unified Development Ordinance to support the goals and vision of the PlanCoS Comprehensive Plan. One key goal for this ambitious project was to embed the six overarching themes from Plan CoS -- Vibrant Neighborhoods, Unique Places, Thriving Economy, Strong Connections, Renowned Culture and Majestic Landscapes -- into the City's regulatory and incentive structure. Another key goal was to remove barriers to the construction of affordable housing. The Retool CoS Unified Development Code was adopted by the Colorado Springs City Council, with only one dissenting vote, in February 2023.

View the ReTool CoS UDC.

REFERENCE

Morgan Hester, Principal Planner
(719) 385-5177
Morgan.Hester@coloradosprings.gov



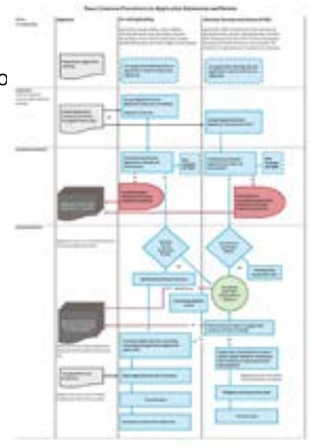
PASCO, WASHINGTON

Development Review Process Assessment

2025-2025 As part of a project she started while working solo at Community ReCode, Elizabeth has been working with the City of Pasco to help update their development permitting process and permit application regulations to bring the City into compliance with a series of statutory updates. Working closely with City leadership, the Community Development Department, Permitting, Enforcement, and the development community, Elizabeth helped the city map their current development review process to help find opportunities for processing improvements. The project mapping exercise led to SEPA threshold adjustments, a development processing reorganizatio to group projects and permits into types that align with RCW review time periods for better tracking, and revisions to the Pasco Municipal Code, Title 4, Permits. As part of a separate project for Pasco, Elizabeth also helped Community Development staff through a significant revision of the sign code. Both projects started in 2019 and were put on pause for COVID. Elizabeth completed the sign code in 2022 and the development review process update earlier this year.

REFERENCE

Craig Raymond, Deputy Community Development Director
raymondc@pasco-wa.gov



WASHINGTON

City of Moses Lake, Unified Development Code, Moses Lake, WA

Prior to joining Kimley-Horn, Rachel Granrath led the City of Moses Lake through a complete rewrite of its development regulations, resulting in a Unified Development Code (UDC) that streamlined and modernized subdivision and zoning requirements. Her work included extensive public outreach, stakeholder interviews, and a series of steering committee meetings to ensure that community values and priorities were reflected in the final product. Rachel coordinated closely with City staff to draft, review, and prioritize key code elements, creating a clear and user-friendly regulatory framework.

2021-2024
REFERENCE: Vivian Ramsey
Planning Manager
(509) 764-3749
vramsey@cityofml.com

WASHINGTON

Washington State Department of Commerce, Middle Housing Model Ordinances for implementation of HB 1110, Statewide, WA

Kimley-Horn prepared portions of the HB 1110 Model Ordinance and Guidance, including insights to ensure codes work well when implemented. We assisted with the development of guidance to help communities permit middle housing, including cottage housing, small housing on small lots, and ADUs. We also assisted with stakeholder meetings as well as graphics and comment responses for the draft document. Kimley-Horn continued to work with Commerce and led the development of the Neighborhood Infill Guidance. This guidebook focused on topics which could present barriers to middle housing development. These include important topics such as water and sewer pipe sizing, park and open space, fire access requirements, stormwater and impervious surfaces, and frontage improvements.

October 2023 - June 2024
REFERENCE: Mary Reinbold
Senior Policy Analyst
(509) 638-5449
reinbold@commerce.wa.gov

WASHINGTON

Washington State Department of Commerce, 5290 Permit Process Reform, Statewide, WA

Prior to joining Kimley-Horn, Clay White, through his work leading the Collaborative Roadmap, Phase III, prepared HB 5290, which included the largest updated of Washington State's permit process statute since its inception. Prior to joining Kimley-Horn, Rachel was also the project manager on a statewide project, centered around SB 5290, intended to implement streamlined permitting statewide in Washington. She led a consultant team, statewide working group, and various deliverables centered on permitting housing in a more efficient manner for jurisdictions across the state of Washington.

March 2024 – June 2025
REFERENCE: Dave Andersen
Senior Managing Director
Growth Management Services
(509) 434-4491
dave.andersen@commerce.wa.gov

WASHINGTON

City of Kenmore, Middle Housing Code Development and Comprehensive Plan, Kenmore, WA

Prior to joining Kimley-Horn, Clay partnered with the City of Kenmore to complete Phase 1 of the middle housing scope of work, which included a city-wide analysis of appropriate locations for middle housing types, an extensive public engagement program, a racial equity analysis report, and analysis of development regulations and comprehensive plan policies. Due to the recent passage of State of Washington HB 1110 and HB 1337 in 2023, zoning and other related land use regulations and comprehensive plan policies must be adopted to be consistent with state law. Kimley-Horn partnered with the City of Kenmore for phase 2 of this project to implement new requirements of state law relating to middle housing and accessory dwelling units, develop and execute a community engagement plan, and evaluate development regulations and comprehensive plan policies. Our team completed development code amendments for this project, which were adopted into the Kenmore Zoning Code in June 2025

February 2024 - June 2025
REFERENCE: Debbie Bent
Director
Community Development Director
(425) 398-8900
dbent@kenmorewa.gov

WASHINGTON

Washington State Department of Commerce, Urban and Rural Guidebooks, Statewide, WA

Kimley-Horn recently led the development of an updated Urban Growth Area Guidebook and a new Rural Guidebook for the Washington State Department of Commerce. The guidebooks assist cities and counties as they plan for growth under the Growth Management Act (GMA) by providing topic overviews, guidance, and important case law lins. Key UGA Guidebook topics include planning for growth, compact development strategies, financing tools for development, vesting, and annexations.

March 2024 – June 2025
REFERENCE: Dave Andersen
Senior Managing Director
Growth Management Services
(509) 434-4491
dave.andersen@commerce.wa.gov

COST PROPOSAL

Spokane Development Code Assessment and Modernization Services	Clarion Associates							Kimley-Horn				
	Clarion PM E. Garvin	**Assistant PM/Engagement** J. Baker	**Form-Oriented Code Lead** T. Axelrad	**Natrman Regulatory Advisor** D. Elliott	**Senior Associate** M. Sayler	**Associate** C. Cicci	**Graphics** H. White	**Local Project Lead** R. Gramrath	**Wash. State Legis. Advisor** C. White	**Outreach** T. Smith	**GIS Mapping** K. Jones	**TOTAL**
Hourly Rate	$225	$145	$225	$225	$125	$90	$110	$250	$350	$150	$255	
Phase 1. Project Startup												
1.1 Project Management Meeting	1	1	0	0	2	0	1	1	1	1	0	8
1.1.1 Project Logo	0	1	0	0	0	0	4	0	0	0	0	5
1.1.2 Project Website and Konveio Setup	0	0	0	0	2	0	1	0	0	0	0	3
1.2 Project Orientation Meetings	2	8	1	1	12	2	0	12	0	8	1	47
Hours	**3**	**10**	**1**	**1**	**16**	**2**	**6**	**13**	**1**	**9**	**1**	**63**
Labor Costs	$675	$1,450	$225	$225	$2,000	$180	$660	$3,250	$350	$1,350	$255	$10,620
Travel/Trips	0	0	0	0	0	0	0	0	0	0	0	
Travel Expense/Konveio Platform for Website	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,000
Task Total												**$16,620**
Phase 2. SDC Baseline Assessment and Draft Code Framework												
2.1 Prepare Staff Draft Existing Codes Assessment	12	20	6	4	30	10	0	20	1	0	4	107
2.1.1 Revew with Staff and Revise	2	8	2	2	20	20	6	4	0	0	0	64
2.1.1 Prepare Presentation and Engagement Materials for 2.2	1	8	0	0	10	0	2	2	0	2	0	25
2.2 Baseline Assessment Engagement	16	20	2	0	4	0	0	12	0	13	2	69
Hours	**31**	**56**	**10**	**6**	**64**	**30**	**8**	**38**	**1**	**15**	**6**	**265**
Labor Costs	$6,975	$8,120	$2,250	$1,350	$8,000	$2,700	$880	$9,500	$350	$2,250	$1,530	$43,905
Travel/Trips	1	1	0	0	0	0	0	0	0	0	0	
Travel Expense	$1,225	$1,225	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,450
Task Total												**$46,355**
Phase 3. Technical Draft Development Code and Zoning Map Update												
3.1.1 Installment 1: Districts and Uses												
3.1.1.a Prepare Staff Review Draft	8	36	16	4	60	40	12	20	1	0	0	199
3.1.1.b Confer with Staff/TAC and Revise Draft	6	12	10	2	40	20	4	4	0	0	0	98
3.1.1.c Post I1 Draft for Public Review and Meet with SC	2	8	2	0	0	0	0	2	0	4	0	18
3.1.1.d Prepare Staff Draft Zoning District Conversion Map	0	4	0	0	4	0	0	2	0	0	10	20
3.1.2 Installment 2: Development Standards												
3.1.2.a Prepare Staff Review Draft	10	36	2	2	80	40	16	30	0	0	0	220
3.1.2.b Confer with Staff/TAC and Revise Draft	8	12	2	2	40	10	4	4	0	0	0	82
3.1.2.c Post I2 Draft for Public Review and Meet with SC	2	8	0	0	0	0	0	2	0	4	0	16
3.1.2.d Review and Revise Zoning District Conversion Map	1	4	0	0	2	0	0	2	0	0	10	19
3.1.3 Installment 3: Administration and Procedures												
3.1.3.a Prepare Staff Review Draft	36	10	4	8	40	20	8	60	2	0	0	188
3.1.3.b Confer with Staff/TAC and Revise Draft	8	16	0	2	20	10	2	10	1	0	0	69
3.1.3.d Post I3 Draft for Public Review and Meet with SC	8	6	0	0	0	0	0	8	0	4	0	26
3.2 Technical Draft Community Engagement												
3.2.1 Installment 1 Engagement	16	16	2	0	4	0	0	12	0	16	0	66
3.2.2 Installment 2 Engagement	16	16	0	0	4	0	0	12	0	16	0	64
3.2.3 Installment 3 + Zoning Map Engagement	8	8	0	0	4	4	4	12	0	16	10	66
3.3 Prepare Public Draft Development Code												
3.4.1 Prepare Staff Review Draft	10	20	0	0	30	20	4	20	0	0	0	108
3.4.2 Confer with Staff/TAC and Revise Draft	8	16	0	0	20	10	4	16	0	0	0	74
Hours	**147**	**228**	**38**	**20**	**348**	**174**	**58**	**216**	**4**	**60**	**30**	**1,333**
Labor Costs	$33,075	$33,060	$8,550	$4,500	$43,500	$15,660	$6,380	$54,000	$1,400	$9,000	$7,650	$219,675
Travel/Trips	2	2	0	0	0	1	1	0	0	0	0	
Travel Expense	$2,450	$2,450	$0	$0	$0	$1,225	$1,225	$0	$0	$0	$0	$7,350
Task Total												**$227,025**
Phase 4. Public Draft Development Code												
4.1 Community Engagement	16	16	0	0	20	0	0	24	2	24	0	**102**
4.1 Adoption Version Development Code and Zoning Map	16	24	0	0	20	20	8	16	0	0	4	**108**
Hours	**32**	**40**	**0**	**0**	**40**	**20**	**8**	**40**	**2**	**24**	**4**	**210**
Labor Costs	$7,200	$5,800	$0	$0	$5,000	$1,800	$880	$10,000	$700	$3,600	$1,020	$36,000
Travel/Trips	1	2	0	0	0	0	0	0	0	0	0	
Travel Expense	$1,225	$2,450	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,675
Task Total												**$39,675**
Phase 5. Development Code Adoption and Implementation												
5.1 Adoption Meeting Support and Presentations	40	8	0	0	0	0	0	40	0	0	0	88
5.2 Post-Adoption Code Clean-Up	2	8	0	0	0	0	0	4	0	0	0	14
5.3 Implementation Support (tasks TBD, no budget included)												
Hours	**42**	**16**	**0**	**0**	**0**	**0**	**0**	**44**	**0**	**0**	**0**	**102**
Labor Costs	$9,450	$2,320	$0	$0	$0	$0	$0	$11,000	$0	$0	$0	$22,770
Travel/Trips	3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Travel Expense	$3,675	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,675
Task Total												**$22,770**
TOTAL												**$352,445**

Our proposed budget reflects the following priorities for the Spokane development code update project:

- Sufficient staffing to draft, review, revise, and engage the community over the City's 13-month timeframe;
- Reliance on experienced team members to help create a detailed, relatively error-free draft and zoning map that incorporate Washington statutory requirements as well as land use regulation best-practices;
- As much in-person community engagement as is reasonably possible in a full code update over a 13-month period; and
- Incorporation of legal review by our team attorneys as the code is being drafted.

We are open to further conversation about this budget if needed to meet the City's project budget expectations.



CLARION

Elizabeth Garvin, Esq., AICP

DIRECTOR

Elizabeth Garvin is Director with Clarion, based in the Denver office. She is both an attorney and a planner and she has practiced in both disciplines. She has prepared both traditional and FBC/hybrid code update projects for cities, towns, and counties across Colorado and the country; drafted topic-specific code provisions covering issues such as ADUs, sustainability, and signs; served as an expert witness on land use issues; and organized and undertaken numerous code-related public participation processes. Prior to working with Clarion, Elizabeth founded Community ReCode, was the Planning Director for SAFEbuilt Studio, and practiced law with Spencer Fane.

Ms. Garvin is a frequent speaker and author on planning and regulatory topics, including serving as an advisory board member for the Rocky Mountain Land Use Institute as well as RMLUI's legal columnist to the Western Planner.

EDUCATION

Juris Doctor
University of Kansas

Master of Urban Planning
University of Kansas

Bachelor of Environmental Studies
University of Kansas

Coursework for LL.M. in Dispute Resolution
University of Missouri

CERTIFICATIONS

Licensed Attorney in Missouri and Kansas

Charrette Certified
National Charette Institute

PUBLICATIONS

Practice Adaptive Reuse, Zoning Practice, American Planning Association
Feb 2022

Legal Challenges to Short-Term Rental Rules: There's a Test for That, The Western Planner, RMLUI Legal Corner
March 2020

Homeless in Public, American Planning Association, Planning Magazine
Feb 2020

KEY PROJECTS

- **Pueblo County, Colorado** Unified Development Code
- **Lawrence, Kansas** Land Development Code
- **Town of Eagle, Colorado** Land Use and Development Code Update
- **Bozeman, Montana** Code Audit for Affordable Housing
- **Billings and Yellowstone County, Montana** Zoning Code Updates
- **Riley County, Kansas** Zoning and Subdivision Regulations Update
- **Cedar Falls, Iowa** Downtown Vision Plan and Zoning Code Update
- **Larimer County, Colorado** Land Use Code update

  2023 Colorado APA Merit Award
- **King County, Washington** Department of Permitting and Environmental Review, Best Practices in Code Enforcement
- **Branson, Missouri** Unified Development Code and Sign Code

  2019 Missouri APA Outstanding Implementation Project
- **Mancos, Colorado** Land Use Code Update
- **Cedar Rapids, Iowa** Unified Development Code and User's Guide

  2019 Iowa APA Outstanding Project

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CLARION

Jenny Baker

ASSOCIATE PRINCIPAL

Jenny works in Clarion's Denver office, and believes that zoning can make communities better in many ways, including preserving open space, making housing more affordable, and enabling interesting streetscapes equally shared by many users. Prior to working with Clarion, Jenny was a senior planner in Missoula, Montana, where she handled complex land use requests including subdivisions, zoning amendments, special uses and annexations. Jenny also spent 10 years working in disaster response, with the American Red Cross and FEMA's Region V, focusing on resiliency planning, and responding to over 50 disasters around the US.

KEY PROJECTS

Adopted Development Codes

- **Rochester, Minnesota,** September 2022
  - MN APA Planning Excellence Award Winner, 2022
- **McKinney, Texas**, November 2022
  - TX APA Best Practice Gold Award, 2022
- **Clark County, Nevada,** August 2023

Current Development Code Projects

- **New Braunfels, Texas,** Land Development Ordinance Rewrite
- **Santa Fe, New Mexico,** Land Development Code Rewrite
- **Bismarck, North Dakota,** Zoning Ordinance Update
- **Palm Desert, California**, Land Development Code Rewrite
- **Austin, Texas**, Housing Density Bonus Program Assessment

Comprehensive Plans

- **Clark County, Nevada** Transform Clark County Master Plan Rewrite
- **Pueblo County, Colorado** Pueblo Regional Comprehensive Plan

Other Projects

- **Hawaii County, Hawaii** Land Development Entitlement Review, 2020
- **Bozeman, Montana** Affordable Housing Code Revisions, 2022
- **Albany, New York** Sign Code Revisions, 2021
- **Winnipeg, Manitoba,** Zoning By-law Assessment, 2023
- **Rochester, Minnesota,** Parkland Dedication Revisions, 2023
- **Fairfax County, Virginia,** Data Center Regulation Best Practices, 2023

Planning | Zoning & Land Use | Sustainability & Resiliency

EDUCATION

Master's in Urban Planning
University of Illinois at Chicago

Bachelor of Arts
University of Pennsylvania

AFFILIATIONS

Bicycle & Pedestrian Advisory Board
Vice Chair
Missoula, MT
1 year, 3 months

EXPERIENCE

Senior Associate
Clarion Associates
Denver, CO
4 years, 6 months

Planner III
Development Services
Missoula, MT
3 years, 6 months

SPEECHES

Making Pandemic Changes Permanent
APA National 2021
ADUs Won't Save the World
TX APA 2023 and APA National 2023
Implementing Equity in Zoning
APA CO 2023
The OTHER Minnesota Code Everyone is Talking About
APA National 2024

PUBLICATIONS

American Planning Association,
Equity in Zoning Policy Guide
Zoning Practice,
Equitable Approaches to Public Notification



CLARION

Don Elliott, Esq., FAICP

SENIOR CONSULTANT

Don is an urban planner, lawyer, and land use consultant with 40 years of professional experience and a national reputation as project manager, author, innovator, and solver of complex governance challenges.

KEY PROJECTS

Don has been involved in over **80** projects to reform, update, and streamline local plans and development codes throughout the U.S.

Development Codes

- **Colorado Department of Local Affaires,** Template Codes
- **Albuquerque, New Mexico,** Unified Development Code
- **Philadelphia, Pennsylvania,** New Zoning Ordinance
- **Indianapolis, Indiana,** Unified Development Ordinance
- **Aurora, Colorado,** Unified Development Ordinance
- **Bloomington, Indiana,** Unified Development Ordinance
- **Hamilton, Ohio,** Form-Based Zoning Regulations
- **Youngstown, Ohio,** Redevelopment Code
- **Albany, New York,** Unified Sustainable Development Ordinance
- **Columbia, Missouri,** Unified Development Ordinance
- **Fairfax County, Virginia,** New Zoning Ordinance
- **Dublin, Ohio,** Bridge Street Form-based Zoning Districts
- **Colorado Springs, Colorado,** Unified Development Code
- **Ulaanbaatar, Mongolia,** Initial Zoning Regulations

Affordable and Fair Housing Studies and Regulations

- **Fort Wayne/Allen County, Indiana,** Fair Housing Zoning Updates
- **State of Nevada,** Fair Housing Regulatory Review
- **State of Idaho,** Fair Housing Regulatory Review
- **State of Oregon,** Fair Housing Review/Analysis of Impediments
- **State of Texas,** Fair Housing Regulatory Assessment
- **Bozeman, Montana,** Affordable Housing Zoning Updates

Other Projects

- **Blaine County, Idaho,** Phase I TDR Feasibility Study
- **Deschutes County, Oregon,** Phase I TDR Feasibility Study
- **Los Angeles County, California,** Wildfire Prevention Zoning Updates
- **Long Beach, California,** Urban Renewal Effectiveness Assessment

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EDUCATION

Master's in City and Regional Planning
Harvard Kennedy School of Government
Juris Doctor
Harvard Law School
Bachelor's in Urban Planning and Policy
Yale University

WRITINGS AND PUBLICATIONS

A Better Way to Zone, Island Press
Rules that Shape Urban Form, APA
Citizen's Guide to Planning, APA
Arrested Development, Lincoln Institute
Land Use Regulatory System Historical and Cultural Preservation, USAID

AFFILIATIONS

American Planning Association
Past Colorado Chapter President
Past Planning and Law Division Chair
Past Amicus Committee member
Fellow, American Institute of Certified Planners
American Bar Association
Colorado Bar Association
Denver Bar Association
Past Member of Denver Planning Board

TEACHING

Land Development Regulation
University of Colorado at Denver
College of Architecture and Planning
Sustainable Local Development
Erasmus Mundus Fellow
University of Regensburg, Germany
Corvinus University, Hungary

AWARDS

Project awards from Colorado, Arizona, Indiana, New Mexico, Pennsylvania, & Virginia



CLARION

Tina Axelrad, ESQ., AICP

TITLE

A seasoned professional with 35 years of experience in city planning and law, Tina has held key leadership positions in both the public and private sectors. Her expertise spans zoning administration, real estate development, and strategic planning, with a focus on process improvements. She has a proven history of managing complex teams, overseeing significant projects, and conducting professional seminars on land use regulations.

KEY PROJECTS

(*Optional) (Name) has been involved in (#) projects throughout the (geographical) region.

EXPERIENCE

- **Denver, Colorado (2025 - Present)** Principal Project Manager, Community and Planning Development Department City and County of Denver, Colorado
- **Denver, Colorado (2016 - 2025)** Denver Zoning Administrator, Community and Planning Development Department City and County of Denver, Colorado
- **Denver, Colorado (2014 - 2016)** Team Supervisor-Zoning Administration, Community and Planning Development Department City and County of Denver, Colorado
- **Denver, Colorado (2006 - 2014)** Principal City Planner, Community and Planning Development Department City and County of Denver, Colorado
- **Denver, Colorado (1995 - 2006)** Principal City Planner, Clarion Associates

EDUCATION

Joint JD/Master Degree in Urban Planning
New York University Law School
New York University Wagner School of Public Service

B.A., Economics, Summa cum laude
Connecticut College

AFFILIATIONS

Past Chair and Member, Board of Directors
Ekar Farm

Admitted to Colorado Bar
(Past Member - California Bar)

Speaker and Instructor
Zoning/Planning Conferences and Educational Institutions



CLARION

Corey Cicci

ASSOCIATE

Corey is an Associate in Clarion's Denver office. While studying at the University of Colorado Denver, he focused on planning law and the ways regulations shape the built environment. Corey previously served as a Planner I with the City of Brighton, where he gained experience in development review, code enforcement, and economic development. An Army veteran, he brings unique insight into the planning needs of military communities and communities with a strong military presence. He is passionate about crafting zoning and development codes that reflect each community's character, balance growth with preservation, and support places that are both functional and vibrant. Contact Corey at ccicci@clarionassociates.com

Current Projects

- **Waco, Texas** Downtown Redevelopment Plan, Form-Based Code
- **El Paso County, Colorado** Land Development Code Update
- **Westminster, Colorado** Unified Development Code Update
- **Austin, Texas** Density Bonus Program Analysis
- **Racine, Wisconsin** Land Development Code Update
- **Lawrence, Kansas** Land Development Code Update

Previous Projects

- **Colorado Historical Foundation** Historic Site Easement Assessments*
- **Brighton, Colorado** Development Plan Review*
- **Killeen, Texas** Military Installation Community Outreach Initiative*

** Work with previous employers*

EDUCATION

Master of Urban and Regional Planning
University of Colorado Denver
Bachelor of Science
United States Military Academy

EXPERIENCE

Assistant Planner
City of Brighton
1 year

Intern
Colorado Historical Foundation
6 months

Project Manager
Lockheed Martin
1 year

Data Analyst
Lockheed Martin
1.5 years

Army Officer
U.S. Army
2.5 years

PROJECT SKILLS

Public Speaking, Community Outreach, Project Management, Data Analysis



EDUCATION

B.A. Urban Design
University of Colorado, Boulder

Con't. Ed. Advanced Architectural Graphics **Art Institute of Colorado**

PUBLICATIONS

Change, Here, Now, North Atlantic Publishers 2018, Illustrator

Archaeology for a Changing Colorado, History Colorado 2021, Document Design & Graphic Design

CERTIFICATIONS

Permaculture Design Certificate
Denver Permaculture Guild

Graphic Recorder Certificate
Graphic Change UK

EXPERIENCE

Design Lead, **2022-present**
Graphics and Marketing,
Clarion Associates

Graphic Designer,
United Airlines **2016-2018**

Creative Services,
The Aquaponic Source **2012-2016**

PROJECT SKILLS

Project Management
Document Design
Website Development
3D Visualization

CLARION

Holly White

DESIGN LEAD

Holly is the Design Lead in Clarion's Denver office. With her expertise in 3D visualization and Graphic Design skillset, she works to support a wide range of planning and regulatory projects. Her passion for designing illustrative logos, clean infographics, and overall project branding help Clarion to deliver clear and beautifully designed graphics. Holly has a diverse background in Urban, Landscape, and Web Design. Above all, she is enthusiastic about helping cities and towns preserve their character while enhancing public spaces and encouraging public engagement.

KEY PROJECTS

Comprehensive Plans

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **Lyons, CO** Lyons Thrive Comprehensive Plan
- **Park County, WY** Plan Park County Land Use Plan
- **Pueblo County, CO** Pueblo Regional Comprehensive Plan

Development Codes

- **Colorado Springs, CO** ReTool COS Development Code Graphics
- **Grand Junction, CO** Zoning and Development Code
- **Lawrence, KS** Land Development Code
- **Pueblo County, CO** Unified Development Code
- **Reno, NV** Zoning Code RENOvation
- **Santa Fe, NM** Land Development Code

Document Design

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **History Colorado** Economic Benefits of Archaeology
- **Fort Collins, CO** Air Quality Report – City Plan
- **Superior, CO** Marshall Fire Recovery ULI Briefing Book
- **Syracuse, NY** ReZone Syracuse Administrative Manual

Branding & Websites

- **History Colorado** The Economic Benefits of Archaeology
- **Carson City, NV** Envision Carson City
- **El Paso County, CO** EPC Land Development Code
- **Pflugerville, TX** Unified Development Code
- **Bozeman, MT** Affordable Housing Code Audit

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Kimley-Horn Resumes

City of Spokane Development Code Assessment and Modernization Services



Rachel Granrath, AICP

Over the past 13 years, Rachel has led projects across Washington, Idaho, Montana, and Colorado with a focus on creating clear, effective development codes and ensuring they are successfully implemented. She specializes in translating community goals into workable regulations, guiding development review processes, and aligning public and private interests to achieve results. Her expertise spans housing and comprehensive planning, zoning and subdivision codes, development and plan review, downtown revitalization, economic development, and community engagement. Rachel's work bridges rural and urban contexts, and she takes pride in returning to communities to see new codes put into practice, projects built, and visions realized on the ground.

Education and Credentials

- Master of Urban Planning, Eastern Washington University
- Bachelor of Architecture, Roger Williams University
- AICP (#33291)
- Women in Transportation (WTS) Spokane-Coeur d'Alene Chapter Board Member – Transportation YOU Chair

Project Experience

- Commerce, SB 5290 Implementing Statewide Permitting, Statewide, WA — Project Manager*
- Mercer Island Middle Housing Code, Mercer Island, WA — Senior Planning Consultant
- Castle Rock Zoning Code Amendments, Castle Rock, WA — Project Manager
- City of Ephrata, Code Modernization & Comprehensive Plan, Ephrata, WA — Principal-in-Charge*
- Cherry Hills Village Subdivision, Zoning, Stormwater and Building Code Amendments, Cherry Hills Village, CO — Planning Director*
- Livingston Zoning Code Update, Livingston MT — Principal-in-Charge*
- Triangle Zoning Code Update, Gallatin County, MT - Principal-in-Charge*
- Tumwater Middle Housing Code, Tumwater WA - Project Manager*
- Tumwater Landscape Code, Tumwater WA - Project Manager*
- Moses Lake Unified Development Code, Moses Lake WA – Project Manager*
- Quincy Zoning Code Updates, Quincy WA - Project Manager*
- Malden Development and Zoning Code, Malden WA - Project Manager*
- Metaline Zoning Code, Metaline, WA -Project Manager*
- Airway Heights Downtown Subarea Plan & Commercial Code Amendments, Airway Heights WA – Project Manager*
- Walla Walla County, 2026 Comprehensive Plan and Environmental Impact Statement (EIS), Walla Walla County, WA — Senior Planning Consultant
- Spokane County, 2026 Comprehensive Plan EIS, Spokane County, WA — Senior Planning Consultant

**Completed Prior to Joining Kimley-Horn*

Kimley»Horn

Clay White



Clay has 27 years of experience serving private-sector clients, cities, and counties throughout Washington state as a land use planner. This includes nearly 18 years working as a planner and planning director for cities and counties in Eastern, Central, and Western Washington. Throughout his career, Clay has focused on assisting local governments to develop and implement sound regulations and policies that help further the jurisdiction's goals. This includes significant experience working on development regulation updates as both a public and private sector planner, comprehensive plan updates, writing state planning guidance, and working with appointed and elected officials and community groups on complex code and policy topics. Clay has a deep knowledge of state laws that drive development codes, and his extensive permitting experience provides a focus on code writing that works at the front counter.

Education and Credentials

- B.A., Geography and Anthropology, Central Washington University
- Planning Association of Washington, Board Member
- Washington State Association of Regional and County Planning Directors, Former President
- Transportation Improvement Board, Former Member
- PSRC, Regional Staff Committee, Former Cochair

Project Experience

- City of Kenmore, Middle Housing Code update, Kenmore, WA — Project Manager
- City of Walla Walla, Middle Housing Code update, Walla Walla, WA — Project Manager
- City of Mercier Island, Middle Housing Code Assistance, Mercer Island, WA — Senior Consultant
- Walla Walla County, 2026 Comprehensive Plan Periodic Update and implementing code updates, Walla Walla, WA — Project Manager
- Spokane County, 2026 Comprehensive Plan Periodic Update, Spokane County, WA — Senior Consultant
- Kittitas County, 2026 Comprehensive Plan Periodic Update and implementing code updates, Ellensburg, WA — Project Manager
- Skagit County, 2025 Comprehensive Plan Periodic Update and Climate Element with Resiliency/Greenhouse Gas (GHG) Reduction Subelements, Mount Vernon, WA — Project Manager
- Washington State Department of Commerce, Urban Growth Area and Rural Guidebooks, Statewide, WA — Project Manager
- Washington State Department of Commerce, House Bill 1110 and 1337 guidance, Statewide, WA — Senior Consultant
- Washington State Department of Commerce, Collaborative Roadmap, Phase IV, Statewide, WA — Project Manager
- City of Oak Harbor, 2025 Comprehensive Plan Periodic Update and implementing code updates, Oak Harbor, WA — Project Manager
- City of Cheney, 2026 Comprehensive Plan Periodic Update, Cheney, WA — Housing Element Advisor
- Walla Walla County, Countywide Planning Policies Update, Walla Walla County, WA — Project Co-Manager

Talon Smith



Talon is a data-driven planning analyst with a passion for analysis. He has supported the work of long-range planning efforts across the Pacific Northwest on various GIS and mapping tasks. Talon is committed to developing development regulations with a high standard of excellence through detailed analysis, user-friendly communication, and concise writing. His own small-town upbringing inspired him to help communities bring their vision to life through data analysis, data visualization, and documentation design. He provides the tools necessary for successful development code that is valuable to both staff and residents. Based in Spokane, Talon has a deep desire to create intuitive user experiences and add value to development codes for the local community.

Education and Credentials

- Bachelor of Arts, Urban Studies, UC Berkeley
- AICP Candidate

Project Experience

- City of Ritzville, Mixed-Use Development Code, Ritzville, WA — Development Code Analyst*
- Walla Walla County, 2026 Walla Walla County Comprehensive Plan/Climate Element, Walla Walla County, WA — Project Analyst
- City of Port Townsend, Port Townsend Active Transportation Plan, Port Townsend, WA — Project Analyst*
- Whatcom County, Whatcom County Comprehensive Plan, Whatcom County, WA — Project Analyst*
- Kittitas County, 2026 Kittitas County Comprehensive Plan and Climate Element, Ellensburg, WA — Project Analyst
- City of Ponderay, Ponderay Comprehensive Plan, Ponderay, ID — Project Analyst*
- Elizabeth Parks and Recreation District, Greater Elizabeth Parks, Recreation, Open Space, and Trails Master Plan, Elizabeth, CO — Project Analyst*
- City of Chelan, Chelan Parks, Recreation, and Open Space Plan, Chelan, WA — Project Analyst*

**Completed* Prior to Joining Kimley-Horn

Kylee Jones, AICP, ENV SP



Kylee Jones is a Spokane-based planner with eight years of experience leading public engagement and community planning efforts for code and policy development, transportation plans, and land use projects across Washington and the Northwest. She specializes in designing practical, locally tailored outreach strategies that reflect the values and priorities of each community while meeting agency and regulatory requirements. In Spokane, Kylee supports the City through its Public Engagement On-Call contract, including stakeholder and community engagement for the Spokane Falls Boulevard redesign. She has also led the Spokane Regional Transportation Council's Public Participation Plan update, facilitated outreach for the Beacon Hill Trailhead Revitalization, and supported comprehensive plan updates for cities throughout Eastern Washington. Her experience spans code audits, corridor studies, park and civic space planning, and federally funded infrastructure projects, ensuring community feedback directly informs policy and design outcomes. Kylee is recognized for building strong relationships with residents, stakeholders, and agency staff and is committed to ensuring public input is meaningfully integrated into code development and long-range planning decisions that shape Spokane's future.

Education and Credentials

- Master of Science, Sustainable Transportation, University of Washington
- Bachelor of Arts, Urban and Regional Planning, Eastern Washington University
- American Institute of Certified Planners (#36888)
- Envision Sustainability Professional (#58687)
- Certificate, Women's Leadership, Gonzaga University
- Certificate, Tribal Cultural Awareness, Colville Tribal History Seminar

Project Experience

- City of Spokane, Public Engagement On-Call, Spokane, WA — Project Manager
- City of Newport, 2026 Periodic Comprehensive Plan Update, Newport, WA — Senior Planner and Public Engagement Lead
- City of Spokane Valley, Parks Master Plan, Spokane Valley, WA — Senior Planner and Public Engagement Lead
- Spokane Regional Transportation Council, Public Participation Plan, Spokane, WA — Project Manager*
- City of Phoenix, Capitol District & I-10 West Corridor Transit Oriented Communities (TOC) Policy Plans, Phoenix, AZ — Planning Lead / Deputy Project Manager*
- Idaho Department of Transportation (IDT), Idaho State Rail Plan, Boise, ID — Senior Consultant
- Kittitas County, Comprehensive Plan and Climate Element, Ellensburg, WA — Senior Consultant
- Walla Walla County, Comprehensive Plan and Climate Element, Walla Walla County, WA — Senior Consultant
- City of Spokane, Beacon Hill Trailhead Revitalization and Enhanced Pedestrian Crossing Final Design, Spokane, WA — Senior Planning Consultant*
- City of Cheney, Comprehensive Plan, Cheney, WA — Senior Planning Consultant*
- City of Airway Heights, Transportation Plan, Airway Heights, WA — Project Manager*
- City of Stonecrest, Civic Area and Park Preliminary Master Plan, Stonecrest, GA — Project Manager*
- Washington Department of Transportation (WSDOT), US 395 Children of the Sun Trail Alternatives Analysis, Spokane, WA — Community Engagement Lead*
- Spokane Regional Transportation Council, Equity Planning Framework, Spokane, WA – Senior Planner*

**Completed* Prior to Joining Kimley-Horn

CITY OF SPOKANE - PURCHASING & CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

August 11, 2025

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #6432-25 – Development Code Assessment and Modernization Services

This Addendum 1 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** I'd like to get clarifications on the minimum proposer qualifications. Section 1.4.1 says firms must have "Led or supported two (2) or more zoning code assessments, updates, or comprehensive development code rewrites for local governments with populations of 150,000 or greater within the past five (5) years." While a proposer may have completed codes on smaller cities, it's much trickier to meet the 150k threshold (after all, there are only 5 such cities in WA). But - the terms "supported", and "updates" appear to open the door some (unless that's not the intent here). So - say a proposer supported city staff or another consultant in updating a section of the zoning code for a city with population over 150k, would the proposer meet those minimum qualifications?

   A: Regarding the minimum Proposer qualifications in Section 1.4, the intent of the qualification language is to ensure that proposing Firms have relevant and recent experience with zoning code work in communities of comparable complexity and scale. The terms "led or supported" and "updates" are deliberately included to provide some flexibility and acknowledge the range of roles Proposers may play in these efforts. To be considered responsive, a Proposer must demonstrate that they either led or meaningfully supported two or more zoning code assessments, updates, or comprehensive code rewrites for local governments with populations of 150,000 or greater within the past five (5) years. "Supported" may include subcontracted or collaborative work, provided the Proposer played a substantive role in the project's execution—such as drafting code language, leading community engagement, or conducting technical analysis. If a Proposer contributed to an update of a section of the zoning code for a city over the 150,000-population threshold, whether in support of City staff or another consultant, they may meet the minimum qualifications, assuming the role was substantive, and the Proposer can clearly document their contributions. Proposers are encouraged to describe their role and scope of work for each relevant project in their Proposal to demonstrate how the qualification has been met.

2. **Q:** Given that the comprehensive plan has not yet been adopted, is there clear guidance on future land use on which to build the new zoning code?

   A: While the City's Periodic Comprehensive Plan update has not yet been adopted, there is sufficient policy direction to support the zoning code modernization effort. The existing Comprehensive Plan, along with recent City Council policy resolutions, housing and climate action strategies, and state legislative mandates, provides a clear framework for addressing housing production, equity, sustainability, and economic development goals.

   Additionally, the zoning code update is intended to be iterative and aligned with the comprehensive plan update process. The Firm will be expected to coordinate with City staff and the comprehensive

plan team to ensure consistency between future land use policies and the emerging code structure. As the plan is finalized, refinements to the code can be incorporated as needed.

3. **Q:** Are you open to trying some of the zoning code engagement with planned events for the comprehensive plan?

   A: Yes, absolutely. The City is open to coordinating zoning code engagement with planned events for the comprehensive plan. Aligning efforts where appropriate can help reduce redundancy, reach a broader audience, and ensure consistency in messaging and policy direction. That said, The City also recognizes that some aspects of the zoning code may require more technical or targeted outreach. The City welcomes your ideas on how best to integrate these efforts.

4. **Q:** Is there any desire on the City's part to codify any of your existing design manuals?

   A: The City's primary goals are outlined in Section 1.3 of the RFP document. With that in mind, the City is open to identifying key standards within those manuals that could be better aligned with the zoning code, particularly where it would improve clarity, consistency, and overall efficiency. The City welcomes Proposals that offer thoughtful strategies to simplify the integration of design guidance without creating additional regulatory burden.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Clarion Associates

Company

Authorized Signature

CITY OF SPOKANE - PURCHASING & CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

August 14, 2025

ADDENDUM NO. 2

REQUEST FOR PROPOSALS #6432-25 – Development Code Assessment and Modernization Services

This Addendum 2 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** The estimated project timeline outlined in Section 2.1 of the RFP provides approximately 13 months from project kick-off to adoption. While feasible, is there any flexibility to extend the timeline to allow more time for review and stakeholder engagement, if needed? Is there anything driving the timeline that we should be aware of?

   A: The 13-month timeline outlined in Section 2.1 is largely driven by the periodic comprehensive plan update adoption schedule established by the state legislature, along with the requirement to incorporate housing regulations adopted by the legislature that are included on the Washington State Department of Commerce's periodic update checklist. The statutory deadline for completing the comprehensive plan update and achieving compliance with the adopted regulations is December 31, 2026.

   It should be noted that the City has already taken a proactive approach to updating the current development code to meet many of the checklist requirements ahead of schedule, which positions us well for the modernization effort. While the City recognizes that some flexibility in the project schedule may be needed to ensure quality work and meaningful stakeholder engagement, our intent is for the development code modernization to move in parallel with the comprehensive plan update to maintain alignment between state-mandated requirements, local policy direction, and the regulatory framework.

   Our goal is to deliver a complete, coordinated, and user-friendly code update within the established timeline, minimizing the need for subsequent amendments and avoiding unnecessary complexity in the transition period. However, a phased approach to implementation could be considered if there is a clear benefit and priority elements such as those required by the state, are completed in coordination with the periodic update.

2. **Q:** For the land use attorney, would the City be willing to agree to provide (i) a prospective waiver, agreeing to allow the law firm to represent other clients in future, unrelated matters, even if those future representations are adverse to the City; and (ii) a consent to waive current conflicts or adversities, if any, with the City?

   A: The City cannot provide a blanket prospective waiver for future matters that may be adverse to the City. Any potential conflicts, current or future, would need to be reviewed on a case-by-case basis in compliance with the Washington State Rules of Professional Conduct and the City's Code of Ethics. Waivers, if appropriate, would require full disclosure and the City's informed written consent.

3. **Q:** To ensure we align with your expectations for a 'fully detailed budget with a total cost,' could you clarify the level of detail you're looking for? Are you expecting a breakdown by task that includes personnel, estimated hours, and hourly rates? Or would a cost per task with a summarized total be sufficient?

   A: The City requests that Proposers submit a cost Proposal that clearly identifies all costs necessary to complete the tasks and produce the deliverables described in the RFP, along with a total cost. While Proposers may determine the format that they believe best conveys this information, a breakdown of costs by major project components, tasks, or milestones will generally provide the greatest clarity for evaluation. The Proposal should include sufficient detail to demonstrate how the total cost was developed, but it is not necessary to itemize down to every line of expense.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Clarion Associates
Company

Authorized Signature



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Oct 03, 2025

Limited Liability Company

Unified Business ID #: 605983200
Business ID #: 001
Location: 0001
Expires: Sep 30, 2026

CLARION ASSOCIATES LLC DBA CLARION ASSOCIATES, LLC OF COLORADO
CLARION ASSOCIATES, LLC OF COLORADO
STE 1000C
1630 WELTON ST
DENVER CO 80202-4249

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:
CLARION ASSOCIATES, LLC OF COLORADO

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 605983200 001 0001

Expires: Sep 30, 2026

CLARION ASSOCIATES LLC DBA CLARION ASSOCIATES, LLC OF COLORADO
CLARION ASSOCIATES, LLC OF COLORADO
STE 1000C
1630 WELTON ST
DENVER CO 80202-4249

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CLARASS-01 BADAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2025

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

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

PRODUCER PFS Insurance Group 4848 Thompson Parkway Suite 200 Johnstown, CO 80534	CONTACT NAME: PHONE (A/C, No, Ext): (970) 635-9400 FAX (A/C, No): (970) 635-9401 E-MAIL ADDRESS: info@mypfsinsurance.com
INSURED Clarion Associates LLC 1600 Stout Street, Ste #1700 Denver, CO 80202	INSURER A : Old Guard Insurance Company — NAIC # 17558 INSURER B : Pinnacol Assurance Co — 41190 INSURER C : Zurich American Insurance Co — 16535 INSURER D : Scottsdale Insurance Company — 41297 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			042989M	8/11/2025	8/11/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS			042989M	8/11/2025	8/11/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			042989M	8/11/2025	8/11/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		4060755	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Worker's Compensatio			WC4633097-14	7/1/2025	7/1/2026	Other States NC	1,000,000
D	Professional Errors			EKI3585521	8/11/2025	7/1/2026	Each Claim	2,000,000

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

This is a snapshot of Clarion Associates, LLC coverage at the date listed above. To be listed as a certificate holder please send your request to info@mypfsinsurance.com.

CERTIFICATE HOLDER

Clarion Associates LLC
1600 Stout Street, Ste #1700
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/03/2025

Date Rec'd	10/14/2025		
Clerk's File #	ORD C36773		
Cross Ref #	OPR 2025-0729		
Project #			
Submitting Dept	COMMUNITY AND ECONOMIC	**Bid #**	
Contact Name/Phone	TIM 509-625-6893	**Requisition #**	
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO - DEVELOPMENT CODE ASSESSMENT AND MODERNIZATION PROJECT		

Agenda Wording

Approval of contract with Clarion Associates for the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code (Unified Development Code) and associated Special Budget Ordinance (SBO).

Summary (Background)

The City of Spokane is soliciting proposals from qualified consultant teams to assess, analyze, and comprehensively update Title 17 of the Spokane Municipal Code (SMC). The City seeks to modernize its regulatory framework to align with current policy objectives, eliminate barriers to development, promote equity and sustainability, and improve clarity and efficiency in development review processes. Spokane's municipal code has evolved incrementally over the past several decades. While various updates have been made, much of the code remains fragmented and inconsistent. The city's periodic comprehensive plan update to be completed in 2026, recent legislation, including state mandates such as House Bill (HB) 1337 and regional planning initiatives necessitates a holistic review and restructuring of the code. The City's Comprehensive Plan, housing strategies, climate action goals, and economic development objectives all call for a more integrated and responsive code structure. The intent is to implement a modern development code in a timely manner, aligned with the adoption of the comprehensive plan periodic update. This necessitates the selection of a qualified consultant and execution of a contract as soon as practical to achieve the desired completion date.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 425,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 425,000	**#** 4700-30210-24100-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Using Development Services Center fund balance

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	GARDNER, SPENCER		
Accounting Manager			
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	tthompson@spokanecity.org
eking@spokanecity.org	

SBO Request
Urban Experience Committee

Committee Date	October 20, 2025
Submitting Department	Community & Economic Development
Fund to Receive Budget (if different from submitting dept)	Building Services Fund (Development Services Enterprise Fund)
Contact Name	Tim Thompson, 509-625-6893, tthompson@spokanecity.org
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Code Update and Modernization
Grant Item	☐ Yes ☒ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period? **What are the budget codes? (Accountant-provided)**	The City of Spokane is soliciting proposals from qualified consultant teams to assess, analyze, and comprehensively update Title 17 of the Spokane Municipal Code (SMC). The City seeks to modernize its regulatory framework to align with current policy objectives, eliminate barriers to development, promote equity and sustainability, and improve clarity and efficiency in development review processes. Spokane's municipal code has evolved incrementally over the past several decades. While various updates have been made, much of the code remains fragmented and inconsistent. The city's periodic comprehensive plan update to be completed in 2026, recent legislation, including state mandates such as House Bill (HB) 1337 and regional planning initiatives necessitates a holistic review and restructuring of the code. The City's Comprehensive Plan, housing strategies, climate action goals, and economic development objectives all call for a more integrated and responsive code structure. The intent is to implement a modern development code in a timely manner, aligned with the adoption of the comprehensive plan periodic update. This necessitates the selection of a qualified consultant and execution of a contract as soon as practical to achieve the desired completion date.

Fiscal Impact

Revenue: Click or tap here to enter text.

Appropriation: $425,000 4700-30210-24100-54201-99999

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? Using Development Services Enterprise Fund Reserves.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (FTE related?)

ORDINANCE NO C36773

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO UPDATE AND MODERNIZE TITLE 17 OF THE SPOKANE MUNICIPAL CODE WITH A CONSULTING FIRM, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Building Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Building Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $425,000.
A) Of the increased appropriation, $425,000 is provided solely for contractual services in the Development Services Center.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to update and modernize Title 17 of the Spokane Municipal Code (SMC) with a consulting firm, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/17/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	MICHAEL 6257	**Requisition #**	
Contact E-Mail	MCATHCART@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION PAUSING NEW HISTORIC DISTRICT DESIGNATIONS		

Agenda Wording

A resolution relating to the designation of historic districts, and proposing a pause on the designation of new districts.

Summary (Background)

A Resolution Pausing New Historic District Designations pending evaluation and reform of the process. This resolution relays the City Council's intention of pausing the adoption of new historic districts until the City of Spokane creates a plan with more precise framework and guidance on when and where historic districts may be appropriate in the city. Much of the resolution's language, direction, and intent is based on the feedback heard during Plan Commission deliberations.

What impacts would the proposal have on historically excluded communities?

This resolution seeks to mitigate unintended outcomes in reference to the designation of historic districts. A process with thoughtfulness and forward thinking systems could have a more positive outcome for our community with consideration for existing neighborhood challenges.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Any relevant data would be available after benchmarks for data collection and timeframes are established during the process.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Relevant data would be guided by identified benchmarks and specified timeframes for data collection previously identified.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

This item has not been presented to a subcommittee, however Plan Commission did engage in discussion around this topic.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

No identified costs at this time

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

RESOLUTION NO _____

A resolution relating to the designation of historic districts, and proposing a pause on the designation of new districts.

WHEREAS, the City Council is considering the designation of the Cannon Hill Park Historic District concurrent with this resolution; and

WHEREAS, the Plan Commission deliberations relating to the designation of the Cannon Hill Park Historic District included significant concerns about the impact of historic districts on the housing market, socioeconomic opportunity, future growth, and equity; and

WHEREAS, the process for designating historic districts includes significant efforts on the part of residents and proponents; and

WHEREAS, City Council recognizes the valuable contribution of time and resources by residents and proponents in organizing to propose a historic district; and

WHEREAS, the process used for designating historic districts lacksclear checkpoints or approval mechanisms ensuring that such efforts appear on the officially adopted work plan, are reviewed and prioritized by the Plan Commission and City Council at the outset, or are authorized by any provision in code that would permit them to be advanced or expedited ahead of other priorities.

WHEREAS, the designation of a historic district includes inherent limitations on redevelopment and incremental growth in a limited area, suppressing the potential for neighborhoods to grow and adapt over time; and

WHEREAS, the efforts required are a natural barrier to residents who may seek designation of disadvantaged areas that could qualify for designation but where proponents lack the time and resources to pursue designation; and

WHEREAS, the City has not undertaken a comprehensive review of opportunities for the creation of historic districts in all parts of the City; and

WHEREAS, current City policy does not provide adequate guidance for prioritizing protection of some potential historic districts over others; and

WHEREAS, the current district adoption process lacks guidelines for how boundaries should be determined, leaving the potential for boundaries to be selected based on which properties have favorable views towards the district instead of consideration for contributions to the historic fabric of the City; and

WHEREAS, locations with significant historic fabric also tend to be located near opportunities for employment, education, public transportation, and other amenities, and where new growth could increase access to such amenities; -- Now, Therefore,

The City Council does hereby resolve the following:

That the City Council will not consider the designation of new historic districts until such time as a Historic Preservation Plan is adopted addressing the following concerns:

- A citywide identification and prioritization of potential historic districts;
- Consideration of socioeconomic inequities in the process for designating new districts;
- Analysis of market effects, including suppression of housing production due to protections placed by designation of a historic district;
- Clear guidance on selecting boundaries for historic districts based on rational identification of historic resources and reducing the possibility for strategic boundaries that avoid dissenting property owners or residents;
- Evaluation of potential reduction in access to employment, educational resources, and other opportunities as a result of limitations on development in historic districts;
- Investigation of strategies to minimize any potential negative impacts identified, such as stricter standards for identifying contributing structures, or quotas on contributing structures.
- Evaluation of property value effects for both contributing and non-contributing properties within and adjacent to proposed historic districts;
- Assessment of commercial impacts, including potential barriers to business investment, adaptive reuse, and modernization of existing commercial spaces;
- Consistency with and consideration within the city's land capacity analysis work and compatibility with infill development goals, and impacts to future growth.

ADOPTED by the City Council on _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion **Council Meeting Date:** 11/10/2025		**Date Rec'd**	10/16/2025
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact	ARIELLE 509.564.5278	**Requisition #**	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	RESOLUTION - THREE MONTH SCATTERED SITE CONTRACTS TO CONTINUE SERVICES FROM 10-1-25 TO 12-31-25		

Agenda Wording

Resolution authorizing contracts with Truth Ministries, Family Promise, Compassionate Addiction Treatment, and Jewels Helping Hands extending services from 10/1/25-12/31/25.

Summary (Background)

CHHS is requesting a three (3) month extension from October 1, 2025-December 31, 2025. Where there was a previous hope to simply absorb the contracts from Waters Meet (previously known as Empire Health Foundation), this was not a viable option. Therefore, we are relying on the Market Conditions Policy (Admin 5500-25-01. "Purchasing Policy) that will allow us to enter into three-month contracts with the current scattered site providers. Attached to this briefing paper are the following documents: 1. Draft Resolution to allow the three-month extensions; and 2. Draft Contracts; and 3. RFP seeking Scattered Site providers. CHHS will enter into contracts with: · Truth Ministries (Single Men) · Family Promise of Spokane (households with minor children) · Compassionate Addiction Treatment (Single Adults) · Jewels Helping Hands (Singles Adults; Respite Care) The total number of beds supported through this Resolution/three-month extension will be 209. Please also note that we have posted a RFP on October 6th and will close on October 19th. This RFP seeks out Scattered Site applications and will hopefully yield solid responses. The contract start dates for these awards will run from January 1, 2026-June 30, 2027.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households in their exit from unsheltered homelessness. All contracted entities serve any household who presents as needing emergency shelter.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

All projects funded (save for few exceptions—though this is not one of them), will be expected to follow the Five-Year Plan to Prevent and End Homelessness.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

These contracts both align with the H.O.M.E Starts Here Initiative, the Five-Year Plan to Prevent and End Homelessness.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

The total cost associated with this three-month extension will be $1,044,816 and will fund 209 beds. As noted above this will only be a three-month extension. The funds utilized have already been considered in this year's budget allocation from Commerce.

Amount		**Budget Account**
Expense	**$** 912,080	**#** 1540-95660-65410-54201-999999
Expense	**$** 132,736	**#** 1540-95661-65410-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source	Grant

Is this funding source sustainable for future years, months, etc?

Is this funding source sustainable for future years, months, etc? Yes. However, please note that these are only three-month contracts. The RFP that will close on October 19, 2025, will have the same funding sources. This includes EHF (Emergency Housing Fund—Commerce funding and required to follow CHG Guidelines; and Inflationary Funds (also Commerce funds) and adherence to CHG also required. CHHS has already retained our

Expense	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head		**ACCOUNTING -**	
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
ppourzanjani@spokanecity.org	dnorman@spokanecity.org

RESOLUTION NO. 2025-_____

A Resolution declaring that a special market condition exists, waiving competitive bidding requirements, and authorizing the City to enter into contracts, in amount not to exceed $1,044,816.00 for all contracts, for the purposes of providing scattered site shelter services for the CHHS Department.

WHEREAS, the CHHS department provides critical services including oversight of area shelter services; and

WHEREAS, the scattered site shelter services are a critical tool for to support vulnerable members of the community; and

WHEREAS, the City contracted with Empire Health Foundation (EHF) to provide navigation services and operate its scatter shelter site program under contract number OPR 2024-0879, which contract, as amended, expired on September 30, 2025; and

WHEREAS, EHF in turn contracted with Compassionate Addiction Treatment (CAT), Family Promise, Jewels Helping Hands, and Truth Ministries to provide the services identified in the contract with the City; and

WHEREAS, due to the needs of the community CHHS will absorb the navigation center responsibilities, ending the contract relationship with EHF; and

WHEREAS, CHHS intends to publish a new request for proposals (RFP) for scattered site shelter providers on October 6, 2025 which will close on October 19, 2025; and

WHEREAS, it is essential to the Spokane community that navigation and shelter services continue without interruption; and

WHEREAS, the existing scattered site shelter providers are ideal candidates to maintain their services, minimizing unintended consequences for the duration of time CHHS requires to complete the RFP process; and

WHEREAS, RCW 39.04.280 (1)(b) and SMC 07.06.170 (B) authorizes the City to waive the competitive bidding requirements for services involving special market conditions;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council declares that a special market condition exists, and, pursuant to RCW 39.04.280(1)(b) and Section 07.06.170.B of the Spokane Municipal Code, waives competitive bidding requirements for the scattered site shelter services on the terms provided herein; and

BE IT ALSO RESOLVED that the City Council authorizes the City and CHHS to enter into contract with Compassionate Addiction Treatment (CAT), Family Promise, Jewels Helping Hands, and Truth Ministries, in the amount not to exceed $1,041,062.33 for all contracts for the purposes of providing scattered site shelter services, and to expire December 31, 2025; and

BE IT ALSO RESOLVED that the City Council authorizes the City and CHHS to execute the foregoing contracts without further approval of the City Council.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY CLERKS NUMBER _____

1. GRANTEE COMPASSIONATE ADDICTION TREATMENT 112 E 1ST AVE SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JOSHUA LEACH 960 E 3RD AVE SPOKANE, WA 99202 (509)724-7461 JOSHUA.LEACH@CATSPOKANE.ORG		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6501 PPOURZANJANI@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY SANDY MUNCK 960 E 3RD AVE SPOKANE, WA 99202 (509)904-3152 SANDY@CATSPOKANE.ORG		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $147,115.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 10/01/25	**10. END DATE** 12/31/25
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** $147,115.00	**TOTAL STATE AWARD** $4,021,133.00	**STATE AWARD DATE** 07/01/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	
13. EIN # 83-4425311	**14. UEI #** KREAHR5CVLK3	**15. UBI #** 604-443-325	**16. FMS VENDOR #** 049095	**17. PROJECT ID #** NBRLY ID: 44499
18. CONTRACT PURPOSE TO PROVIDE FUNDS FOR THE SCATTERED SITE EMERGENCY SHELTER PROJECT			

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT FOR SERVICES

Title: SPECIALIZED/SCATTERED SITE SHELTER – RECOVERY OPTIONS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **COMPASSIONATE ADDICTION TREATMENT** whose address is 168 S DIVISION ST, SPOKANE, WA 99202 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Specialized Site Shelter contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce Consolidated Homeless Grant – Emergency Housing funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to set forth the responsibilities of the SUBRECIPIENT in operating the Specialized Site Shelter, including the provision of shelter services to eligible participants in compliance with program standards and requirements.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin October 1, 2025, and shall run through December 31, 2025, unless terminated sooner.

4. COMPENSATION/BUDGET.
   The CITY shall reimburse the SUBRECIPIENT a maximum amount not to exceed **ONE**

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HUNDRED FOURTY-SEVEN THOUSAND ONEHUNDRED FIFTEEN AND NO/100 DOLLARS (**$147,115.00**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$29,423.00
OPERATIONS	$108,865.10
ADMINISTRATION	$8,826.90
TOTAL	$147,115.00

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.
Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

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Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.
If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.
If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS
All requests for reimbursement must include the following documentation as applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*

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v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

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10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

iii. Ineffective or improper use of funds provided under this CONTRACT; or

iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State

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industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

   i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the

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deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

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C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

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iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal

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year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

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SUBRECIPIENT

_____
SIGNATURE DATE

_____
TYPE OR PRINT NAME

_____
TITLE

ATTEST:

_____
CITY CLERK

CITY OF SPOKANE

_____
SIGNATURE DATE

_____
TYPE OR PRINT NAME

_____
TITLE

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION

Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

This project provides funding for 20 beds at CAT's sobering center, which serves as an over-night emergency shelter for single adults age 18 or older seeking addiction recovery. The shelter is open from 5pm to 9am weekdays and 24 hours on weekends with services available Monday through Friday. This agency will collaborate with the Housing Navigation Center operator and the City of Spokane's new street outreach model operator to provide services for unhoused individuals in the community. Under the City's new street outreach model, Truth Ministries will reserve approximately 25% of the 24 beds (6 beds) for direct referrals from the street outreach team under the Unified Care Team model.

CAT Spokane provides showers, bathrooms, breakfast and dinner, bed, and storage space as well as a living room area for residents to relax throughout the day to create a home-like environment for residents to heal and recover. CAT Spokane also provides on-site trauma-informed, case management at the same address through their recovery services program, including MAT, that most participants will already be a part of or are able to join upon engagement in the shelter site and/or recovery program.

2. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☒ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

CAT--ES--Recovery Options Center

4. HOUSING TYPE

Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☒ Site-Based - Single Site
☐ Site-Based - Clustered/Multiple Sites

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☐ Tenant-Based - Scattered Site

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	1
Total Number of Beds in HMIS Project	24

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of CAT; a Nighy-by-Night Emergency Shelter project with a total inventory of one (1) Unit and twenty (24) Beds.

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Street Outreach referrals

7. SITE LOCATION(S)

Compassionate Addiction Treatment of Spokane
960 E 3rd St.
Spokane, WA 99202

8. ADMINISTRATION LOCATION

Compassionate Addiction Treatment of Spokane
960 E 3rd St.
Spokane, WA 99202

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☒ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☐ N/A

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SCOPE OF WORK

10. NUMBER SERVED

Total Number of Individuals Served	81

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☐ Assessment of Service Needs
☐ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☒ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☒ Outpatient Health Services
☒ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

14. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

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SCOPE OF WORK

- **0.15 FTE Executive Director** – The Executive Director serves as the chief executive officer of the CAT Spokane, providing visionary leadership, strategic planning, and operational oversight. The Executive Director is responsible for ensuring the organization fulfills its mission, achieves its goals, and maintains financial and operational stability. This role works closely with the Board of Directors, community partners, funders, and staff to advance housing and supportive services for individuals experiencing homelessness in Spokane.
- **0.15 FTE Director of Programs** – The Director of Programs provides strategic leadership and operational oversight for all programs within the CAT Spokane. This role is responsible for developing, implementing, and evaluating service models that support residents' stability, growth, and transition to permanent housing. The Director ensures program compliance with contractual obligations, grant requirements, and regulatory standards, while fostering a supportive, trauma informed environment for both staff and residents.
- **0.15 FTE Finance Manager** – The Finance Manager oversees all financial operations of the CAT Spokane, ensuring accuracy, transparency, and compliance with applicable regulations and funder requirements. This role manages budgeting, financial reporting, payroll, and audits while providing strategic financial guidance to the Executive Director and Board of Directors. The Finance Manager is a key member of the leadership team, supporting fiscal responsibility and sustainability for the organization.
- **1.0 FTE Shelter Support Staff Supervisor** – The Shelter Support Staff Supervisor provides direct supervision and guidance to support staff responsible for day-to-day client assistance, facility oversight, and safety at the shelter. This role ensures that residents are welcomed into a supportive, trauma-informed environment, and that staff deliver consistent, compassionate services. The Supervisor coordinates shift coverage, supports crisis response, and works with program leadership to maintain a safe and positive living environment for all residents.
- **2.0 FTE Shelter Support Staff (Evenings)** – The Shelter Support Staff are responsible for providing day-to-day assistance, safety monitoring, and client support at the shelter. Support staff help maintain a welcoming, safe, and structured environment for residents while offering compassionate, trauma-informed assistance. This role supports daily operations, responds to client needs, and helps implement program rules and community guidelines.
- **2.0 FTE Shelter Support Staff (Nights)** - The Shelter Support Staff are responsible for providing day-to-day assistance, safety monitoring, and client support at the shelter. Support staff help maintain a welcoming, safe, and structured environment for residents while offering compassionate, trauma-informed assistance. This role supports daily operations, responds to client needs, and helps implement program rules and community guidelines.
- **2.4 FTE (0.60 FTE/person x 4) Weekend Shelter Support Staff** – The Shelter Support Staff are responsible for providing day-to-day assistance, safety monitoring, and client support at the shelter. Support staff help maintain a welcoming, safe, and structured environment for residents while offering compassionate, trauma-informed assistance. This role supports daily operations, responds to client needs, and helps implement program rules and community guidelines.
- **0.30 FTE Maintenance Staff** – Responsible for overall upkeep, safety, and functionality of shelter facility. Assists with maintenance, repairs, and vendor relationships to ensure a safe and welcoming environment for clients, staff, and visitors.

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SCOPE OF WORK

15. PERFORMANCE MEASURES

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.

16. PERFORMANCE DATA.

Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

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SCOPE OF WORK

17. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE FAMILY PROMISE OF SPOKANE 2002 E MISSION AVE SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE TONI BURKE 2002 E MISSION AVE SPOKANE, WA 99202 (509)934-5126 TBURKE@FAMILYPROMISEOFSPOKANE.ORG		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6501 PPOURZANJANI@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY EMMA HUGHES 2002 E MISSION AVE SPOKANE, WA 99202 (509)953-3361 EHUGHES@FAMILYPROMISEOFSPOKANE.ORG		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $124,416.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 10/01/25	**10. END DATE** 12/31/25
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** $124,416.00	**TOTAL STATE AWARD** $143,361.27	**STATE AWARD DATE** 07/01/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	
13. EIN # 83-4425311	**14. UEI #** KREAHR5CVLK3	**15. UBI #** 604-443-325	**16. FMS VENDOR #** 049095	**17. PROJECT ID #** NBRLY ID: 44501
18. CONTRACT PURPOSE TO PROVIDE FUNDS FOR THE SCATTERED SITE EMERGENCY SHELTER PROJECT			

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: SPECIALIZED/SCATTERED SITE SHELTER

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THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **FAMILY PROMISE OF SPOKANE** whose address is 2002 E MISSION AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"), individually hereafter referenced as a “PARTY”, and together as the “PARTIES”.

WHEREAS, the City of Spokane’s Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Specialized Site Shelter contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce Consolidated Homeless Grant – Emergency Housing funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to set forth the responsibilities of the SUBRECIPIENT in operating the Specialized Site Shelter, including the provision of shelter services to eligible participants in compliance with program standards and requirements.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin October 1, 2025, and shall run through December 31, 2025, unless terminated sooner.

4. COMPENSATION/BUDGET.
   The CITY shall reimburse the SUBRECIPIENT a maximum amount not to exceed **ONE**

HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED SIXTEEN AND NO/100 DOLLARS (**$124,416.00**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$7,720.00
OPERATIONS	$98,033.60
ADMINISTRATION	$18,662.40
TOTAL	$124,416.00

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.
Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

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Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.
If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.
If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS
All requests for reimbursement must include the following documentation as applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*

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v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

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10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

iii. Ineffective or improper use of funds provided under this CONTRACT; or

iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State

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industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

   i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the

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deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

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C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

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iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal

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year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT	**CITY OF SPOKANE**
_____	_____
SIGNATURE DATE	SIGNATURE DATE
_____	_____
TYPE OR PRINT NAME	TYPE OR PRINT NAME
_____	_____
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
_____	_____
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION
   Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

   This project provides funding for 15 beds across 4 units (the main shelter and 3 additional locations) for night-by-night emergency shelter for families with children (4-5 families at a time) and people who are pregnant. This agency will collaborate with the Housing Navigation Center operator and the City of Spokane's new street outreach model operator to provide services for vulnerable families in the community facing homelessness.

   Family Promise will reserve approximately 25% of the 15 beds (4 beds) for direct referrals from the street outreach team under the Unified Care Team model.

   Family Promise will provide the following services under this project:
   - Full shelter services including food, laundry, showers, & kids activities.
   - Wrap around case management, including housing assistance and employment assistance.
   - Up to 2 years of stabilization case management.

2. HMIS PROJECT TYPE(S)
   For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

   ☐ Permanent Housing – Rapid Rehousing (RRH)
   ☐ Permanent Housing – Permanent Supportive Housing (PSH)
   ☐ Permanent Housing – Permanent Housing with Services (PHS)
   ☐ Permanent Housing – Permanent Housing Only (PH)
   ☐ Transitional Housing (TH)
   ☒ Emergency Shelter: Night-by-Night (ES: NBN)
   ☐ Emergency Shelter: Entry/Exit (ES: EE)
   ☐ Street Outreach (SO)
   ☐ Supportive Services Only (SSO)
   ☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

FPS--ES--Scattered

4. HOUSING TYPE
   Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

   ☐ Site-Based - Single Site
   ☒ Site-Based - Clustered/Multiple Sites
   ☐ Tenant-Based - Scattered Site

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SCOPE OF WORK

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	4
Total Number of Beds in HMIS Project	15

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of the Family Promise scattered/specialized site beds; a Night-by-Night Emergency Shelter project with a total inventory of four (4) Units and fifteen (15) Beds.

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Street Outreach referral

7. SITE LOCATION(S)

Family Promise of Spokane
2002 E. Mission Ave
Spokane, WA 99202

+3 additional existing site locations (addresses withheld for client safety).

8. ADMINISTRATION LOCATION

Family Promise of Spokane
2002 E. Mission Ave
Spokane, WA 99202

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18

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☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Households Served	25 Households

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☐ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☐ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☐ Legal Services
☐ Life Skills Training
☐ Mental Health Services
☐ Outpatient Health Services
☐ Outreach Services
☐ Substance Abuse Treatment Services
☐ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

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SCOPE OF WORK

14. STAFFING PLAN

Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

- **26 FTE Shelter Staff (Family Advocates, Case Managers, Front Desk Staff, & Leadership)** – assist families in getting housed as fast and safely as possible.
- **5 FTE HMIS Entry & Coordination Staff** – build, maintain, and improve the tools (including HMIS) needed to move families from homelessness to housed.
- **2 FTE Finance Staff** – steward the financial resources needed to facilitate families moving into stability.
- **3 FTE Facilities Staff** – steward the physical assets of the organization.
- **3 FTE Outreach & Community Engagement Staff** – introduce people to Family Promise, welcome them, and help them get to where they need to be.

15. PERFORMANCE MEASURES

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.

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SCOPE OF WORK

16. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

17. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6501 PPOURZANJANI@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $614,034.33 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 10/01/25	**10. END DATE** 12/31/25
11a. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** $481,298.33	**TOTAL STATE AWARD** $4,021,133.00	**STATE AWARD DATE** 07/01/25
11b. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		SFY26 INFLATIONARY INCREASE	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** $132,736.00	**TOTAL STATE AWARD** $757,673.00	**STATE AWARD DATE** 07/01/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	

13. EIN #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**17. PROJECT ID #**
84-2198820	T55UM126WD94	604-475-550	049096	44500

18. CONTRACT PURPOSE

TO PROVIDE FUNDS FOR THE SCATTERED SITE EMERGENCY SHELTER PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: SPECIALIZED/SCATTERED SITE SHELTERS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Specialized Site Shelter contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce Consolidated Homeless Grant – Emergency Housing as well as Inflationary Increase funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to set forth the responsibilities of the SUBRECIPIENT in operating the Specialized Site Shelters, including the provision of shelter services to eligible participants in compliance with program standards and requirements.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin October 1, 2025, and shall run through December 31, 2025, unless terminated sooner.

4. COMPENSATION/BUDGET.

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The CITY shall reimburse the SUBRECIPIENT a maximum amount not to exceed **SIX HUNDRED FOURTEEN THOUSAND THIRTY-FOUR AND 33/100 DOLLARS** (**$614,034.33**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$138,000.00
OPERATIONS	$403,593.00
ADMINISTRATION	$72,441.33
TOTAL	$614,034.33

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.
Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the

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PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.
If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.
If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS
All requests for reimbursement must include the following documentation as applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*

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iv. Program Income Report *(if applicable)*
v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of

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this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

iii. Ineffective or improper use of funds provided under this CONTRACT; or

iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's

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own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

   i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this

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CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR

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200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above

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referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

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ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days

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after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT	**CITY OF SPOKANE**
_____	_____
SIGNATURE DATE	SIGNATURE DATE
_____	_____
TYPE OR PRINT NAME	TYPE OR PRINT NAME
_____	_____
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
_____	_____
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

HEALING HEARTS MEDICAL RESPITE

1. DESCRIPTION
Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

This project provides funding for 30 entry/exit emergency shelter respite beds for medical fragile individuals (adult men & women), prioritizing medically fragile, disabled, elderly and pregnant woman. Healing Hearts Medical Respite takes hospital referrals and medical respite guests after assessment and referral by the Providence Community Clinic. Healing Hearts Respite Center is referral only and a 24/7 referral line is available. Participating guests have three meals a day, shower and restrooms, access to medical care, clothing services, access to peer support and case managers, access to laundry every Monday, access to transportation and advocates for appointments. Guests' curfew is 8pm and guests are expected to be inside the facility from 10pm-6am.

2. HMIS PROJECT TYPE(S)
For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☒ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

JHH--ES--Healing Hearts Medical Respite

4. HOUSING TYPE
Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☒ Site-Based - Single Site
☐ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	1

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SCOPE OF WORK

Total Number of Beds in HMIS Project	30

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of Healing Hearts Medical Respite; an entry/exit Emergency Shelter project with a total inventory of one (1) Unit and thirty (30) Beds.

6. POINT(S)-OF-ENTRY
   ☐ Coordinated Entry - Families
   ☐ Coordinated Entry - Singles
   ☐ Coordinated Entry - Youth & Young Adults
   ☐ Walk-In
   ☒ Healthcare Provider Referral
   ☒ Other (please describe): *Collaborating partners and organizations providing outreach services will be directed to send clients to Providence Community Clinic for a health intake screening, assessment, and release of information prior to admission into respite/recuperative care program. Hospital direct referrals can only be made based on bed availability ONLY during program day-time hours of operation.*

7. SITE LOCATION(S)

   Healing Hearts Medical Respite
   411 S. Washington St.
   Spokane, WA 99204

8. ADMINISTRATION LOCATION

   Jewels Helping Hands
   5128 N. Jefferson St.
   Spokane, WA 99205

9. SUBPOPULATIONS SERVED
   Does the project serve any of the following exclusively:

   ☐ Severely Mentally Ill
   ☐ Chronic Substance Abuse
   ☐ Veterans
   ☐ HIV/AIDS
   ☐ Victims of Domestic Violence
   ☐ Unaccompanied Youth Under 18
   ☐ Unaccompanied Youth 18 - 24
   ☐ Parenting Youth Under 18
   ☐ Parenting Youth 18 - 24
   ☒ N/A

10. NUMBER SERVED

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SCOPE OF WORK

Total Number of Individuals Served	110

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☒ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☒ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☒ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

14. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

- **1.0 FTE Medical Respite Supervisor** – Oversee the day-to-day operations of the medical respite and recuperative care center; ensure all staff follow shift checklists and uphold cleanliness, safety, and trauma informed care standards; facilitate daily shift huddles,

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particularly on Mondays and Fridays, for case updates and continuity; provide direct supervision to evening and overnight staff, including performance management and progressive discipline; ensure HMIS documentation is completed accurately and timely; coordinate closely with the Donation and Volunteer Coordinator to ensure guests have appropriate meals, hygiene kits, and seasonal supplies; communicate daily consensus updates, staffing needs, and guest related concerns to Director of Operations; serve as point of contact for external service providers and collaborate with clinical case management to ensure continuity of care for guests; organize and lead monthly guest Town Hall meetings, responding to guest feedback and communicating changes in policy and operations.

- **5.0 FTE Medical Respite Program Staff** – Engage with guests using trauma informed, non-judgmental, and person centered approaches; complete intakes, orientations, and assessments for new guests, ensuring accurate documentation and communication with the team; monitor medication log entries and ensure medication storage procedures are followed; enforce quiet hours, cleanliness, and behavioral expectations in accordance with the guest handbook; record all relevant updates in the shift log and participate in daily huddles; ensure meals are served per schedule, maintain kitchen cleanliness; coordinate with the Donation and Volunteer Coordinator to distribute clothing, hygiene kits, and other needed supplies; clean assigned areas, manage donation storage, and conduct perimeter checks regularly; maintain professional boundaries at all times and escalate concerns to the supervisor when needed.
- **~0.5 FTE Other Staff (Eligible time from Executive Director and/or Director of Operations)**
  - Executive Director - Oversee program development and strategic planning - Secure funding and develop grant proposals for all programs - Manage media relations and public communications - Coordinate leadership and cross-departmental alignment - Maintain compliance with legal, financial, and organizational standards - Build and maintain community and funding partnerships.
  - Director of Operations - Oversee the operations of all JHH programs - Lead hiring, training, and supervision of staff - Create, schedule, and provide training for all staff positions to ensure consistency and quality of service - Develop, implement, and monitor policies and procedures - Ensure smooth program operations and service delivery - Work closely with supervisors and report to CEO - Contribute to strategic planning and organizational growth.

15. PERFORMANCE MEASURES

Entry Exit (Continuous Stay) Shelter		
Measure	Minimum Performance Standard	System Performance Target
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 55%** of persons in project will move into permanent housing at exit.	**At least 80%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit.	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit.
Average Rate of Utilization	The average numbers of persons enrolled in project	The average numbers of persons enrolled in project

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	per night will represent **no less than the 85%** of projects' total bed inventory.	per night will represent **no less than the 95%** of projects' total bed inventory.
Employment and Income Growth	**At least 40%** of persons in project will gain or increase employment.	**At least 50%** of persons in project will gain or increase employment.

16. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

17. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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SCOPE OF WORK

CEDAR & MORNING STAR CENTERS

1. DESCRIPTION
   Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

   This project provides funding for 60 beds for night-by-night emergency shelter for adult men and women, prioritizing medically fragile, disabled, elderly and pregnant woman. Applicants age 55 or older or with health disparities will be offered placement first, as capacity allows. Remaining beds will be assigned based on vulnerability factors and available space. For medical prioritization, a referral from community partners including Providence Community Clinic, CHAS, CAT, and hospitals is required. Other referral sources include street outreach teams and the Housing Navigation Center, though referrals are not a requirement for intake. Clients can also self-refer (walk-in) to the shelter.

   Participating guests have dinner, bathrooms, clothing services, flex funds to meet needs related to furthering goals to make progress toward goals and move out of shelters, access to peer support and case managers, access to laundry every Monday, access to transportation and advocates for appointments. Guests' curfew is 8pm and guests are expected to be inside the facility from 10pm-6am.

2. HMIS PROJECT TYPE(S)
   For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).
   ☐ Permanent Housing – Rapid Rehousing (RRH)
   ☐ Permanent Housing – Permanent Supportive Housing (PSH)
   ☐ Permanent Housing – Permanent Housing with Services (PHS)
   ☐ Permanent Housing – Permanent Housing Only (PH)
   ☐ Transitional Housing (TH)
   ☒ Emergency Shelter: Night-by-Night (ES: NBN)
   ☐ Emergency Shelter: Entry/Exit (ES: EE)
   ☐ Street Outreach (SO)
   ☐ Supportive Services Only (SSO)
   ☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

JHH--ES--Churches

4. HOUSING TYPE
   Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

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SCOPE OF WORK

☐ Site-Based - Single Site
☒ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in Entire Project	2
Total Number of Beds in Entire Project	60

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of the Cedar Center; a Night-by-Night Emergency Shelter project with a total inventory of one (1) Unit and thirty (30) Beds.

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☒ Healthcare Provider Referral
☒ Other (please describe): Referrals from Housing Navigation Center, Street Outreach, Police, Fire Department, hospitals, and treatment centers.

7. SITE LOCATION(S)

Cedar Center
3923 N Cedar St
Spokane, WA 99205

Morning Star Baptist Center
3909 W Rowan Ave
Spokane, WA 99205

8. ADMINISTRATION LOCATION

Jewels Helping Hands
5128 N. Jefferson St.
Spokane, WA 99205

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

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☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Individuals Served	300

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☒ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☒ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☐ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services *(in coordination with community partners)*
☒ Transportation
☐ Utility Deposits

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SCOPE OF WORK

13. RENTAL ASSISTANCE

Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

14. STAFFING PLAN

Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

- **2.0 FTE Shelter Supervisor** – Oversee daily operations at assigned center - Supervise team members and manage staff schedules - Ensure accurate and timely HMIS data entry - Submit monthly check-ins to Director of Operations - Coordinate with donation coordinator for site needs - Train and mentor new staff - Report incidents to Executive Director - Submit guest lists for CHAS visits and laundry services - Collaborate with case management for guest support plans.
- **10.0 FTE Shelter Staff** – Greet guests and manage daily check-ins - Monitor and maintain cleanliness and safety at the site - Distribute meals and supplies to guests - Follow all operational protocols as outlined in JHH Centers Team Guidelines - Report concerns to supervisor and assist with documentation - Support general guest needs and maintain a welcoming environment,
- **1 FTE Other Staff (Eligible time from Executive Director and/or Director of Operations) –**
    - Executive Director - Oversee program development and strategic planning - Secure funding and develop grant proposals for all programs - Manage media relations and public communications - Coordinate leadership and cross-departmental alignment - Maintain compliance with legal, financial, and organizational standards - Build and maintain community and funding partnerships.
    - Director of Operations - Oversee the operations of all JHH programs - Lead hiring, training, and supervision of staff - Create, schedule, and provide training for all staff positions to ensure consistency and quality of service - Develop, implement, and monitor policies and procedures - Ensure smooth program operations and service delivery - Work closely with supervisors and report to CEO - Contribute to strategic planning and organizational growth.

15. PERFORMANCE MEASURES

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard

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Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.

16. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

17. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

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SCOPE OF WORK

18. MONITORING.

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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SCOPE OF WORK

KNOX WOMEN'S SHELTER

1. DESCRIPTION

Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

This project provides funding for 30 low-barrier beds for night-by-night emergency shelter for adult women from 7pm to 7am. Shelter staff will then offer transportation to the Transition's Women's Hearth program downtown for the day. This agency will collaborate with the Housing Navigation Center operator and the City of Spokane's new street outreach model operator to provide services for vulnerable individuals in the community facing homelessness. Participating guests have dinner, bathrooms, clothing services, flex funds to meet needs related to furthering goals to make progress toward goals and move out of shelters, access to peer support and case managers, access to laundry every Monday, access to transportation and advocates for appointments. Guests' curfew is 8pm and guests are expected to be inside the facility from 10pm-6am.

2. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☒ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

JHH--ES--Womens Shelter--Scattered Site

4. HOUSING TYPE

Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☒ Site-Based - Single Site
☐ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

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SCOPE OF WORK

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	1
Total Number of Beds in HMIS Project	30

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of the Knox Women's Shelter; a Night-by-Night Emergency Shelter project with a total inventory of one (1) Unit and thirty (30) Beds.

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Street Outreach referrals

7. SITE LOCATION(S)

Knox Women's Shelter
806 Knox St.
Spokane, WA 99205

8. ADMINISTRATION LOCATION

Jewels Helping Hands
5128 N. Jefferson St.
Spokane, WA 99205

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18

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SCOPE OF WORK

☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Individuals Served	250

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☒ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☐ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services *(in coordination with partner agencies)*
☒ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)

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SCOPE OF WORK

☒ No

14. STAFFING PLAN

Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

- **1.0 FTE Shelter Supervisor** – Oversee daily operations at assigned center - Supervise team members and manage staff schedules - Ensure accurate and timely HMIS data entry - Submit monthly check-ins to Director of Operations - Coordinate with donation coordinator for site needs - Train and mentor new staff - Report incidents to Executive Director - Submit guest lists for CHAS visits and laundry services - Collaborate with case management for guest support plans.
- **5.0 FTE Shelter Staff** – Greet guests and manage daily check-ins - Monitor and maintain cleanliness and safety at the site - Distribute meals and supplies to guests - Follow all operational protocols as outlined in JHH Centers Team Guidelines - Report concerns to supervisor and assist with documentation - Support general guest needs and maintain a welcoming environment,
- **~0.5 FTE Other Staff (Eligible time from Executive Director and/or Director of Operations) –**
    - Executive Director - Oversee program development and strategic planning - Secure funding and develop grant proposals for all programs - Manage media relations and public communications - Coordinate leadership and cross-departmental alignment - Maintain compliance with legal, financial, and organizational standards - Build and maintain community and funding partnerships.
    - Director of Operations - Oversee the operations of all JHH programs - Lead hiring, training, and supervision of staff - Create, schedule, and provide training for all staff positions to ensure consistency and quality of service - Develop, implement, and monitor policies and procedures - Ensure smooth program operations and service delivery - Work closely with supervisors and report to CEO - Contribute to strategic planning and organizational growth.

15. PERFORMANCE MEASURES

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit

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Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization	The average number of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average number of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.

16. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

17. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard

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performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE TRUTH MINISTRIES OF SPOKANE 1910 E SPRAGUE AVE SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JULIE FORD 1910 E SPRAGUE AVE SPOKANE, WA 99202 (509)279-9533 JMKTRUTH@YAHOO.COM		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6501 PPOURZANJANI@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY JULIE FORD 1910 E SPRAGUE AVE SPOKANE, WA 99202 (509)279-9533 JMKTRUTH@YAHOO.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $159,250.67.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 10/01/25	**10. END DATE** 12/31/25
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING	
STATE AWARD NUMBER 26-46108-30	**STATE FUNDS** $159,250.67.00	**TOTAL STATE AWARD** $4,021,133.00	**STATE AWARD DATE** 07/01/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	
13. EIN # 71-1015240	**14. UEI #** GNYYRZ9KRJM5	**15. UBI #** 602-684-222	**16. FMS VENDOR #** 039509	**17. PROJECT ID #** NBRLY ID: 44502
18. CONTRACT PURPOSE TO PROVIDE FUNDS FOR THE SCATTERED SITE EMERGENCY SHELTER PROJECT			

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT FOR SERVICES

Title: SCATTERED/SPECIALIZED SITE SHELTER

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **TRUTH MINISTRIES OF SPOKANE** whose address is 1910 E SPRAGUE AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Scattered/Specialized Site Shelter contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce Consolidated Homeless Grant – Emergency Housing funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to set forth the responsibilities of the SUBRECIPIENT in operating the Specialized Site Shelter, including the provision of shelter services to eligible participants in compliance with program standards and requirements.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin October 1, 2025, and shall run through December 31, 2025, unless terminated sooner.

4. COMPENSATION/BUDGET.
   The CITY shall reimburse the SUBRECIPIENT a maximum amount not to exceed **ONE**

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HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED FIFTY AND 27/100 DOLLARS (**$159**,**250.67**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$17,433.00
OPERATIONS	$128,925.00
ADMINISTRATION	$12,892.67
TOTAL	$159,250.67

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.
Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

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Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.
If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.
If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS
All requests for reimbursement must include the following documentation as applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*

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v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

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10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

iii. Ineffective or improper use of funds provided under this CONTRACT; or

iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State

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industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

   i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the

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deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

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C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

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iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal

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year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT	**CITY OF SPOKANE**
_____	_____
SIGNATURE DATE	SIGNATURE DATE
_____	_____
TYPE OR PRINT NAME	TYPE OR PRINT NAME
_____	_____
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
_____	_____
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION
Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

This project provides funding for 50 beds for night-by-night emergency shelter for men age 18 or older from 5pm to 8am. This agency will collaborate with the Housing Navigation Center operator and the City of Spokane's new street outreach model operator to provide services for unhoused men in the community. Truth Ministries provides showers, dinner, beds, and breakfast for shelter clients.

Truth Ministries also provides case management from Frontier Behavioral Health (sign up for housing twice a week), street team doctors twice a week, medical treatment & other housing placement referrals.

The City is piloting a new Unified Care Team referral approach to improve coordination and access for individuals entering Scattered Site Shelter projects. This pilot aims to streamline referrals through street outreach projects that connect participants to appropriate shelter placements and supportive services. For the initial phase of the pilot, the Unified Care Team will have the ability to contact Scattered Site shelters directly to place individuals on a priority list for available beds. As this is a pilot initiative, processes and requirements are subject to change based on evaluation outcomes and system needs.

2. HMIS PROJECT TYPE(S)
For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☒ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

TM--ES--Shelter

4. HOUSING TYPE
Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☒ Site-Based - Single Site

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☐ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	1
Total Number of Beds in HMIS Project	50

☒ This project is funded by this grant *only*
☐ This project is funded by *multiple* grants

This grant helps support the entirety of Truth Ministries specialized site project; a Night-by-Night Emergency Shelter project with a total inventory of one (1) Unit and fifty (50) Beds.

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☒ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Street Outreach referrals

7. SITE LOCATION(S)

Truth Ministries of Spokane
1910 E. Sprague Ave
Spokane, WA 99202

8. ADMINISTRATION LOCATION

Truth Ministries of Spokane
1910 E. Sprague Ave
Spokane, WA 99202

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18

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☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Individuals Served	350

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☐ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☐ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☐ Outpatient Health Services
☒ Outreach Services
☐ Substance Abuse Treatment Services
☐ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

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SCOPE OF WORK

14. STAFFING PLAN

Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

- **1.0 FTE Executive Director/Program Manager** – Attending City meetings, organizing & directing staff, scheduling of employees, employee reviews, pick up supplies for center, working with accountants on budget, training volunteers.
- **1.0 FTE Kitchen Supervisor** – Preps and cooks meals, managing kitchen employees and volunteers, plan menus, purchase food, maintain cleaning of kitchen and supervision of such.
- **0.50 FTE Kitchen Assistant** – Prep food, cooking and serving on Friday, Saturday & Sunday.
- **0.75 FTE Laundry Supervisor** – Cleaning of 5 dorm rooms by washing bedding, making them up, washes all laundry for the all the bedding, makes the beds in preparation for clients,
- **1.0 FTE Maintenance & IT Tech** – General cleaning of building daily, dump runs, general maintenance of beds & equipment, meets with subcontractors when he is unable to do the maintenance job, assists in CMIS reporting where needed.
- **0.75 FTE Dish Washer** – Washes dishes and general cleaning of the kitchen.
- **1.0 FTE Shift Supervisors** – Supervising the nightly guests, checking in clients, managing the security gate to let in clients, reports to executive director any issues with shift leaders.
- **1.0 FTE Shift Leaders** – 3 hours shifts at the desk by answering phones, questions from the guests, overnight duties.
- **0.50 FTE Data Analyst** – Collecting data for CMIS, updates the CMIS database and files the records in secure file cabinet.
- **1.0 FTE Communication Coordinator –** Maintaining website, monthly donations letters, applying for grants and donations, updating staff job duties, policy and procedures, assisting executive director where needed.
- **PLEASE NOTE:** This is our current staffing, but positions have been changing as employees leave, and new employees are hired.

15. PERFORMANCE MEASURES.

Night-by-Night Emergency Shelter		
Measure	Minimum Performance Standard	System Performance Standard
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit

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Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).	**At least 50%** of persons in project will gain or increase employment or non-employment income at exit (when they have a Date of Engagement).
Average Length of Time to Date of Engagement	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 30 days.**	The average length of time for persons enrolled in project between enrollment and the person's Date of Engagement shall be **no greater than 10 days.**
Average Rate of Utilization	The average numbers of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average numbers of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.

16. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

17. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

18. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

19. Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

20. Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard

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performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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Community, Housing and Human Services Department (CHHS)

REQUEST FOR PROPOSALS AND APPLICATION

Scattered Site Shelter Operations

October 6, 2025

EQUAL HOUSING OPPORTUNITY

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REQUEST FOR PROPOSALS

The Community, Housing and Human Services (CHHS) Department is pleased to announce a Request for Proposals (RFP) for operations and coordination of Scattered Site Shelters. Please note that the Application is included in this RFP. The funds supporting this RFP are Washington State Department of Commerce Consolidated Homeless Grant and other State and Local funds. The City of Spokane and any subrecipients of the City of Spokane are required to adhere to the CHG Guidelines as currently published and can be found here: CHG Guidelines SFY 2026-2027.pdf | Powered by Box

Approximate Funds Available: $6,246,373.00	
Period of Performance	**January 1, 2026 – June 30, 2027** **April 2027, May 2027, June 2027 is subject to community need, availability of funds and overall project performance.**
Fund Source	**Budget Categories**
CHG	Facility Support
	Operations
	Administration (Indirect Costs-Max 15% of Total Award)

The most competitive proposals must be able to clearly demonstrate the following:

1. A well-established project scope; and
2. Reasonable budget request; and
2. An identified partner/site if applicable; and
3. Commitment to data compliance and financial responsibility; and
4. Be fiscally secure and must show financial viability for up to 60-days should City reimbursement be delayed for reasons beyond the control of the City.

CHHS reserves the right to amend this RFP at any time.

PROJECT TYPE

The City is seeking responses for scattered site shelter operators with identified and secured locations to meet the unique needs of Spokane's unsheltered populations. The City is seeking locations for adults (both co-ed and women only sites), adults requiring medical respite care, recovery focused locations, and a small number of beds for families.

These Specialized/Scattered Site shelters will work closely with the Housing Navigation Center to create long term housing placements for individuals accessing care, and to support the fluidity needed in the emergency shelter system to work toward a reduction of people experiencing homelessness in the City of Spokane.

All scattered site locations will be required to meet the performance standards for emergency shelters laid out in the 2025-2030 Plan to End and Prevent Homelessness plans Five-Year Performance Management Plan. These guiding documents can be found here: CHHS Documents - City of Spokane, Washington In alignment with these performance metrics all sites will be required to utilize HMIS for required data tracking, adhere to data timeliness requirements, and follow data quality standards.

Please note that the City will prioritize existing scattered site locations, except for when budgets are prohibitive. The City is working with limited resources and bearing the burden for the entire regions' shelter system, cost will be considered when evaluating applications.

Definitions

Day Time/Day Drop-In Housing Navigation Center (HNC): Physical location for providing connections to longer term housing and service options. The HNC relies on the awarded agency as well as community partners to ensure on-site access to a myriad of services. The HNC serves as a safe space during daytime hours for vulnerable households without minor children while also being responsive to the needs and any potential impacts on the surrounding neighborhood.

Specialized Site Shelter Operators: Working in tandem with the HNC Managing Organization and street outreach these Operators manage sites throughout the region serving specific populations/needs for households with and without minor children experiencing homelessness. The focus of these locations should be to permanently house people as quickly as possible in transitional or permanent housing options; however, the City recognizes, by way of the Spokane Regional Five-Year Plan to Prevent and End Homelessness, that other placements are also positive outcomes. Specialized Site Operators should lean heavily on community partnerships and the services at the HNC to expedite placement into appropriate housing, treatment, or other safe exit destinations.

Scattered Site Operators will be expected to present, with CHHS staff to City Council and at public meetings as requested regarding outcomes, needs, and challenges.

RFP CONTACT

Questions related to this funding notice should be directed to the Community, Housing, and Human Services Department.

chhsrfp@spokanecity.org
Spokane City Hall – 6th Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6325

TIMELINE

October 6, 2025	Announce RFP on CHHS department website, https://my.spokanecity.org/chhs/, and by email distribution to the CHHS department Interested Parties List.
October 19, 2025	**Applications DUE by 11:59 PM.** *Late submittals will not be accepted.* ➢ Please submit **applications to chhsrfp@spokanecity.org** ○ *Multiple emails may be necessary due to file size.* ○ *DO NOT WAIT UNTIL THE LAST DAY TO SUBMIT AS ANY INCOMPLETE APPLICATIONS WILL BE REJECTED.* ○ *CHHS WILL CONFIRM RECEIPT.* ○ *Printed or mailed copies will not be accepted* ○ *Don't forget the required attachments*
October 20, 2025	Applications reviewed by CHHS Human Services RFP Committee
November 5, 2025	CHHS Board Meeting approving Human Services RFP Committee Recommendations
December 1, 2025	City Council **approval** of recommendations (date subject to change)
December 8, 2025	Contracts out for signature
January 1, 2025	Project Start

PERIOD OF PERFORMANCE/TERM

Funding for this RFP will be made available following City Council approval. The anticipated contract terms between the City of Spokane and Subrecipient are expected to extend from January 1, 2026 - June 30, 2027.

ELIGIBLE APPLICANTS

Eligible applicant/recipients include:

- Public and private nonprofit organizations 501(c)(3); or
- Faith-based organizations (501(c)(3)) and must not predicate religious participation on receiving services.

SUBRECIPIENT RELATIONSHIP WITH THE CITY OF SPOKANE

The City of Spokane will enter into a subrecipient agreement with successful applicant(s). The City defines a subrecipient as an entity that receives a subaward from a pass-through entity (City of Spokane) to carry out eligible activities as defined in federal, state, or local regulatory guidance.

APPLICATION DEADLINE

The RFP and Application will be available beginning **Monday October 6,** on the Community, Housing and Human Services department website https://spokanechhs.org/.

Application submission deadline is 11:59 PM OCTOBER 19, 2025.

Applications submitted after this deadline *will not* be considered for funding.

CHHS will not accept hard copies of the application.

It is the responsibility of the applicant to ensure that proposals are submitted ahead of time. Applicants are encouraged to submit proposals in advance of the application deadline. CHHS will only be able to identify incomplete proposals during the open application time frame. Therefore, incomplete proposals that are submitted on the same day will not allow CHHS to assist applicants with incomplete responses.

APPLICATION ASSISTANCE

Technical Assistance is not required for this RFP

Any interested applicant may request technical assistance before October 13th, 2025. The City will provide TA sessions on a request only basis.

APPLICATION REVIEW AND RATING PROCESS

All applications must meet the following threshold in Part I prior to being forwarded to the CHHS RFP Committee. This threshold is determined by CHHS Staff and based on the following objective criteria:

Part I – Pass/Fail Project Proposal Evaluations

1. Does the application meet the scope of services outlined below:
    a. The project type and funding requests are eligible to be funded based on the CHG Guidelines.
    b. Applicant has demonstrated that all data will be entered into HMIS.
    c. Does the applicant answer all questions as outlined in the Application?
    d. Does the applicant hold an active Washington State business license with a City of Spokane Endorsement or indicated they can provide one at the time of contract negotiation, if awarded.

Part II - Project Proposal Evaluations

1. The Human Services CHHS RFP Committee will review the applications based on the scoring rubric identified in the Application and outlined below.

2. Their recommendations will be forwarded to the CHHS Board for approval and upon Board approval, applications will be placed on the Spokane City Council legislative agenda.

Part III - Notice to Applicants

1. Notice to Applicants on funding recommendation authorized by Spokane City Council by December 2, 2025 (subject to change as noted in the table above).

Part IV - Contracting

1. Contract Negotiation
2. Contract Execution

APPLICATION SCORING

Applications will be scored on the following components: for operators applying for more than one location please include a scope (#1) and budget (#2) for each location, answers to questions 3-6 can be answered once per agency.

1. **Proposed Scope of Work – 10 points**
    a. Identifies the population served, location of service, and partners who have committed to supporting the shelter site.
2. **Budget – 25 points**
    a. Provide a budget covering your scattered site operations that is compliant with CHG requirements.
        i. Please note that the City is working with limited resources. Total cost as well as cost per bed per night of operation will be considered in funding recommendations.
        ii. Please use an Excel Spreadsheet of your budget and a short description/justification of the costs.
3. **Financial Management – 15 points**
    a. Strong financial management practices and a clear budget plan; and
    b. Proven track record of securing and managing funds from diverse sources; and
    c. Documentation showing 60-day solvency should City reimbursement be delayed.
4. **Experience Operating Shelter Services – 20 points**
    a. Provide a statement, limited to 500 words, summarizing your experience operating a scattered site shelter and what a typical day looks like for your staff and guests.
5. **Data Management and Reporting – 20 points**
    a. Provide a statement ensuring alignment and agreement with City data management expectations and requirements. Here, you will want to touch on HMIS data entry and alignment with the Performance Management Plan as outlined in the 2025-2030 Five Year Plan to Prevent and End Homelessness.
6. **Community/Neighborhood Engagement – 10 points**
    a. Provide a statement, limited to 500 words summarizing how your organization will engage with and support the needs of the neighborhood. Alternatively, you may submit a Letter of Support from your landlord or Neighborhood Council, if the timeline does not permit a Letter of Support.

GENERAL REQUIREMENTS

All **new** **contracts** require the following:

- Updated Risk Assessment
- Certificated of Insurance (COI) required at time of Award:
    - Workers Compensation (per RCW 51.12.020)
    - General Liability Insurance (minimum $1,000,000 per occurrence; $2,000,000 aggregate)

    - Supplemental Umbrella Insurance (to reach $2,000,000 aggregate)
    - Automobile Insurance ($1,000,000 per accident)
    - Professional Liability Insurance ($1,000,000 per claim) (must remain in effect two years after the contract end date)
    - Cyber Security Insurance ($2,000,000 single limit)
    - Sexual Assault and Molestation ($2,000,000 aggregate)
- Agencies awarded funds will maintain an active business registration with the City of Spokane OR an exemption determination requested from City's Taxes and Licenses Division (509) 625-6070.
- Debarment and Suspension Certification completed and submitted
- Vendor Setup (if new vendor)
    - New Vendor Request Form (to be sent by CHHS)
    - Vendor ACH Form
    - IRS W9 Form
- Agencies awarded funds will maintain an active Universal Entity Identifier (UEI) number (see below)
- Awarded funds will be paid to Subrecipient for eligible expenses on a ***reimbursement*** basis.

Note: All entities doing business with the federal government will use the Universal Entity Identifier (UEI) assigned by the General Services Administration (GSA) through the System for Award Management (SAM.gov). Therefore, the U.S. Department of the Treasury (Treasury) will no longer be able to accept a Data Universal Numbering System (DUNS) number as a valid identification number.

What is the UEI?

The federal government will stop using the DUNS number issued by Dun & Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) assigned in SAM.gov and will no longer use a third-party website to obtain their identifier. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI, directly from SAM.gov.

What does this mean for a Sub Recipient?

No action is required if you have an existing and active registration in SAM.gov. If you are registered in SAM.gov, your UEI has already been assigned and is viewable in your SAM.gov account. Your UEI is located below the DUNS number on your entity registration record. Please ensure your legacy DUNS number is accessible in a recipient's records for historical reference where needed, as the DUNS number will no longer be visible to users in SAM.gov after April 4.

New SAM.gov registrants will be assigned a UEI as part of their SAM registration. More information about the UEI transition is available through the U.S. General Services Administration's website . If you are a new applicant for federal funds, you must register in SAM and obtain a UEI beginning on April 4, 2022. You may continue using your DUNS number for applications submitted prior to that date. Beginning on April 4, you will be required to list your UEI in lieu of the DUNS number on all submissions.

Where can I get more information?

Questions about the conversion from DUNS to UEI should be directed to GSA. Information about the **UEI** transition can be found on GSA's webpage, here .

GENERAL INFORMATION

PUBLIC DISCLOSURE AND PUBLIC RECORDS ACT

Materials submitted in response to this competitive process shall become the property of the City.
All applications received are subject to the Public Records Act as defined in RCW 42.17.250 to 42.17.340, "Public Records."
Any information in the application that the applicant desires to claim as proprietary and exempt from disclosure under
The City will consider an applicant's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the application, it will not be made available until the affected applicant has been given an opportunity to seek a court injunction against the requested disclosure. All requests for information should be directed to the Director of CHHS.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the Community, Housing and Human Services Department website, www.my.spokanecity.org/CHHS. Applicants are encouraged to monitor the website for any changes and/or notifications. The City also reserves the right to cancel or to reissue the RFP in whole or in part, prior to final award of a contract.

RESPONSIVENESS

All applications will be reviewed by the RFP Coordinator or designee to determine compliance with administrative requirements and instructions specified in this RFP. The applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the application as non-responsive.
The City reserves the right at its sole discretion to waive minor administrative irregularities.

SERVICE-DISABLED VETERAN, MINORITY, & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its RFPs by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Applicants may contact OMWBE at 360/753-9693 to obtain information on certified firms. The City encourages participation in all of its RFPs by Service-Disabled Veteran-Owned businesses as certified by the SBA through the Veteran Small Business Certification (VetCert) Program.

MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the application submitted. Therefore, the application should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The City does reserve the right to contact an applicant for clarification of its application.

COSTS TO MAKE APPLICATION

The City will not be liable for any costs incurred by the Applicant in preparation of an application submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

REJECTION OF APPLICATIONS

The City reserves the right at its sole discretion to reject any and all Applications received without penalty and to not issue a contract or grant agreement as a result of this RFP.

CONTRACT TERMS

CITY OF SPOKANE BUSINESS LICENSE

Persons / firms doing business in the City or with the City must have a valid City of Spokane business license. Questions may be directed to the Taxes and Licenses Division at (509) 625-6070. This license will be requested prior to any contractual agreement being signed by both parties.

ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to contracts resulting from this RFP shall have or acquire any interest in the contract, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in the contract.

ASSIGNMENT
Agency shall not assign, transfer, or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

NON-WAIVER
No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

SEVERABILITY
In the event any provision of a resulting contract should become invalid, the rest of the contract shall remain in full force and effect.

DISPUTES
Any contract resulting from this RFP shall be performed under the laws of Washington State. Any litigation to enforce said contract or any of its provisions shall be brought in Spokane County, Washington.

NONDISCRIMINATION
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

LIABILITY
The applicant will be considered an independent contractor and the Agency, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the City. The Agency shall defend, indemnify and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Agency, its agents or employees, arising directly or indirectly, as a consequence of this contract.

INTERNAL AUDITING CONTROL
The Agency shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. A copy of the Agency's most recent audited financial statement shall be kept on file in the Community, Housing and Human Services Department. The City has the right to supervise and audit the finances of the Agency to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this RFP. The City of Spokane and/or its funding agencies and auditors may inspect and audit all records and other materials, and the Agency shall make such available upon request.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs, and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

EQUAL CREDIT OPPORTUNITY ACT INFORMATION: The federal Equal Credit Opportunity Act (ECOA), 15 U.S.C. 1691 et seq., prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave, NW, Washington, D.C. 20580. For information regarding the ECOA, see http://www.justice.gov/crt/about/hce/housing_ecoa.php .

EQUAL HOUSING OPPORTUNITY INFORMATION: The City is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. The City encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

WASHINGTON LAW AGAINST DISCRIMINATION INFORMATION: We do business in accordance with the Washington Law Against Discrimination, RCW 49.60, which prohibits discrimination on the basis of race, color, creed, national origin, disability, HIV/Aids and Hepatitis C status, use of guide dog or service animal, sex, marital status, age (employment only), families with children (housing only), sexual orientation/gender identity, and honorably discharged veteran or military status.

APPEAL PROCESS

CHHS has established a Request for Proposal ("RFP") Appeal Process.

Applicants will be notified as to the status of their application via an "Application Status" email sent to the email addresses provided for the contacts listed in the application.

Applicants must request a debrief conference with a member of the selection committee prior to submitting an appeal for consideration. The request for a debrief must be received within three (3) business days after the "Application Status" email is sent to the Applicant.

Send requests for a debrief session to any of the following:

- **Email**: chhsrfp@spokanecity.org
- **Mail**:
  ATTN: CHHS Operations Manager
  Spokane City Hall, 6th Floor
  808 W. Spokane Falls Blvd
  Spokane, WA, 99201
- **Phone**: 509-625-6009

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Applicant's Application.
- Any written comments from evaluators related to that Applicant.
- Review of Applicant's final score in comparison with the other final scores. This information is publicly posted.

Comparisons between Applications or evaluations of the other Applications is not allowed.

The selection committee member will not discuss any items other than the three bullet points above. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. Inappropriate or hostile behavior will result in the termination of the debriefing session.

Appeals may be filed only by Applicants who submitted a response to this RFP and who have participated in a debriefing conference.

Upon completing the debriefing conference, the Applicant is allowed five (5) business days to submit a written appeal to the CHHS Operations Manager. Written appeals must be received no later than 5:00 pm Pacific time on the fifth business day following the debriefing. The written appeal should be addressed to the CHHS Operations Manager, signed by the applicant, and submitted in one of the following ways:

Email: chhsrfp@spokanecity.org
Subject line should clearly state "APPEAL of RFP Funding Decision"

Mail:

ATTN: CHHS Director
Spokane City Hall, 6th Floor
808 W. Spokane Falls Blvd
Spokane, WA, 99201

The appeal must identify the RFP, the grounds for the appeal from the list below with specific facts, and complete statements of the action(s) being appealed. A description of the relief or corrective action being requested should also be included.

Only appeals stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in this RFP, CHHS, local, state, or federal policy.

Appeals will be dismissed as without merit if they address issues such as an evaluator's professional judgment on the quality of an application, or the City's assessment of its own and/or other agencies' needs or requirements.

Scores received are not a valid basis of appeal and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

The written appeal will be reviewed by the CHHS Director. The CHHS Director is not involved in the award process. The CHHS Director will consider the record along with all available facts and issue a final decision within ten (10) business days of receiving the appeal.

The final determination of the appeal shall:

- Find the protest lacking in merit and uphold the selection committee's action; or
- Find only technical or harmless errors in the selection committee's process and determine the selection committee to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the selection committee options which may include:
    - Correct the error(s) and re-evaluate all applications, or
    - Cancel this RFP and begin a new process, or
    - Make other findings and determine other courses of action as appropriate.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	10/15/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	KERI (509)625-6577	**Requisition #**	
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SFY 2026 ENCAMPMENT RESOLUTION PROGRAM (ERP)		

Agenda Wording

Authorization to contract with the Department of Commerce for the Encampment Resolution Program (ERP); and execute subrecipient agreements with providers pre-approved by funder.

Summary (Background)

The Encampment Resolution Program (ERP), established by the Dept of Commerce, funds local efforts to resolve encampments on public property by connecting unsheltered individuals to housing and supportive services. As lead grantee, the City of Spokane's CHHS department will administer ERP funds to sustain and expand housing options for individuals relocated from encampments, support outreach and navigation services, and ensure data and performance reporting to Commerce. CHHS will subcontract with local housing and service providers to operate ERP-funded projects across the housing continuum: Catalyst (operated by Catholic Charities of Eastern WA): temporary housing with on-site wraparound services and case management - $4,525,000 Revive Emergency Beds: 35 short-term beds for ERP referrals with stabilization supports - $1,092,659 Revive Permanent Housing with Services: 22 permanent housing units with individualized services - $942,440 El Estero (operated by Catholic Housing Communities): 25 permanent housing units with individualized services - $533,750 New Roots Tiny Home Village (operated by Compassionate Addiction Treatment in partnership with Waters Meet Foundation): new tiny home program with on-site case management - $575,000 I2 Strategies: outreach and identification of ERP-eligible individuals to assist CHHS in building By-Names List - $127,889 ERP funds may also be used for outreach, data tracking, and staff coordination to ensure program effectiveness. HMIS and contract management

What impacts would the proposal have on historically excluded communities?

This program reduces housing and service disparities by prioritizing low-barrier access for people disproportionately impacted by homelessness—particularly BIPOC, disabled, and other historically excluded residents—and by partnering with providers that deliver culturally responsive, trauma-informed care.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

All projects funded will be expected to follow the Five-Year Plan to Prevent and End Homelessness.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This program aligns with the CoC's Five Year Strategic Plan to End Homelessness as well as the H.O.M.E. Starts Here Initiative.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 8271738
Current Year Cost	$ 8271738
Subsequent Year(s) Cost	$ 0

Narrative

The total contract amount is $8,271,738. Subcontractor allocations are based on program capacity, unit count, and level of service required to support ERP participants. Please see the attached draft contracts for more specific budgets.

Amount		Budget Account
Expense	$ 184000	# 1540-95655-65430-51991-9999
Expense	$ 59984	# 1540-95655-65430-52991-9999
Expense	$ 191016	# 1540-95655-65430-54992-9999
Expense	$ 40000	# 1540-95655-65430-54214-9999
Expense	$ 7796738	# 1540-95655-65410-54201-9999
Revenue	$ 8271738	# 1540-95655-99999-33442-9999

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

No, this contract is for a fixed period of 7/1/25 – 6/30/26?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

his award has a net-zero cost with revenues offsetting all expenses.

Approvals		Additional Approvals	
Dept Head		ACCOUNTING -	BROWN, SKYLER
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	CHHSACCOUNTING@CITYSPOKANE.ORG
CHHSGRANTS@CITYSPOKANE.ORG	

Committee Briefing Paper
Urban Experience Committee

Committee Date	October 20, 2025
Submitting Department	Community, Housing, & Human Services (CHHS)
Contact Name	Keri Cederquist
Contact Email & Phone	kcederquist@spokanecity.org 509-625-6577
Council Sponsor(s)	
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 15 minutes
Agenda Item Name	Authorization to contract with the Department of Commerce for the Encampment Resolution Program (ERP); and execute subrecipient agreements with providers pre-approved by funder
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Background:** The Encampment Resolution Program (ERP), established by the Dept of Commerce, funds local efforts to resolve encampments on public property by connecting unsheltered individuals to housing and supportive services. As lead grantee, the City of Spokane's CHHS department will administer ERP funds to sustain and expand housing options for individuals relocated from encampments, support outreach and navigation services, and ensure data and performance reporting to commerce. **Summary of Work:** CHHS will subcontract with local housing and service providers to operate ERP-funded projects across the housing continuum: • Catalyst (operated by Catholic Charities of Eastern WA): temporary housing with on-site wraparound services and case management - $4,525,000 • Revive Emergency Beds: 35 short-term beds for ERP referrals with stabilization supports - $1,092,659 • Revive Permanent Housing with Services: 22 permanent housing units with individualized services - $942,440 • El Estero (operated by Catholic Housing Communities): 25 permanent housing units with individualized services - $533,750 • New Roots Tiny Home Village (operated by Compassionate Addiction Treatment in partnership with Waters Meet Foundation): new tiny home program with on-site case management - $575,000 • I2 Strategies: outreach and identification of ERP-eligible individuals to assist CHHS in building By-Names List - $127,889 ERP funds may also be used for outreach, data tracking, and staff coordination to ensure program effectiveness. HMIS and contract management
Fiscal Impact **Approved in current year budget**? ☐ Yes ☐ No ☒ N/A Total Cost: $8,271,738	

Current year cost: $8,271,738
Subsequent year(s) cost:

Narrative: The total contract amount is $8,271,738. Subcontractor allocations are based on program capacity, unit count, and level of service required to support ERP participants. The City's administrative costs are limited to the percentage allowed under the Commerce contract (≥15%) and cover fiscal oversight, data reporting, and coordination: Catalyst Operations: $4,525,000; Revive: $2,035,099; CCEW – El Estero: $533,750; New Roots: $575,000; I2 Strategies: $127,889; HMIS and Contract Management: $475,000

Funding Source ☒ One-time ☐ Recurring ☐ N/A
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? *No, this contract is for a fixed period of 7/1/25 – 6/30/26*

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) *This award has a net-zero cost with revenues offsetting all expenses.*

Budget Codes:
Salaries: 1540-95655-65430-51991-9999
Benefits: 1540-95655-65430-52991-9999
Indirect costs: 1540-95655-65430-54992-9999
Software: 1540-95655-65430-54214-9999
Contractual services: 1540-95655-65410-54201-9999
Revenue Commerce: 1540-95655-99999-33442-9999

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities? *This program reduces housing and service disparities by prioritizing low-barrier access for people disproportionately impacted by homelessness—particularly BIPOC, disabled, and other historically excluded residents—and by partnering with providers that deliver culturally responsive, trauma-informed care.*

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? *All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes*

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? *All projects funded will be expected to follow the Five-Year Plan to Prevent and End Homelessness.*

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? *This program aligns with the CoC's Five Year Strategic Plan to End Homelessness as well as the H.O.M.E. Starts Here Initiative.*

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. N/A

Interagency Agreement with

City of Spokane, Washington

through

Encampment Resolution Program – Housing Division

Contract Number:
SFY26-45320211-002

For

Establishing an agreement between Spokane County and Commerce to achieve housing stability for individuals and families relocated from State Rights of Way.

Dated: Monday, August 25, 2025

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Face Sheet

Contract Number: SFY26-45320211-002

Washington State Department of Commerce
Housing Division

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Contractor Doing Business As (as applicable)** N/A	
3. Contractor Representative Dawn Kinder, Director Community Housing & Human Services (509) 625-6443 dkinder@spokanecity.org		**4. COMMERCE Representative** Nathan Peppin Director of Homelessness on State Property (360) 628-1410 nathan.peppin@commerce.wa.gov	1011 Plum St SE Olympia, WA 98504
5. Contract Amount $8,271,738	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** 7/1/2025	**8. End Date** 6/30/2026
9. Federal Funds (as applicable)	**Federal Agency:**	**ALN**	
10. Tax ID # 91-60001280	**11. SWV #** 0003387-03	**12. UBI #** 328-013-877	**13. UEI #** PDNCLY8MYJN3
14. Award Method ☐ **Non-Competitive** ☒ **Competitive**	**NOFO/RFX #** SFY24-25 ERP NOFA	**Proviso #** N/A	

15. Contract Purpose

This grant provides resources to fund the ongoing operation of the Encampment Resolution Program (ERP). The program delivers a collaborative, housing-focused response to unsheltered homelessness, including support for properties that have received a capital investment through Commerce to house individuals and families relocated from state rights-of-way or other public encampments as approved by Commerce. Resources may also be used for outreach, housing navigation, supportive services, and related activities necessary to achieve housing stability for ERP participants. Additional details are provided in the Scope of Work.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: ERP guidelines, CHG guidelines, and Commerce-issued guidance, with the most recent version of such guidelines/guidance governing program operations in the event of updates or revisions., Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget.

FOR CONTRACTOR	FOR COMMERCE
Dawn Kinder Human Services Director	Tedd Kelleher Co-Interim Assistant Director, Housing Division
Date	Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

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Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **$8,271,738.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses
Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed **$8,271,738.00**, which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

4. DIRECT AND INDIRECT COSTS

The Contractor shall comply with the Department of Commerce Housing *Division Direct and Indirect Cost Guide* (May 14, 2025, as amended). Only costs that are necessary, reasonable, allocable, and allowable under the Guide, applicable federal regulations (2 CFR 200), and Commerce policies are reimbursable. Within thirty (30) days of execution of this Contract, the Contractor shall submit to Commerce its designation of which allowable costs will be billed as direct and which as indirect. Commerce shall have thirty (30) days thereafter to review and approve the submission. Failure to reach an approved understanding within sixty (60) days of contract execution may limit Commerce's ability to continue reimbursement. Indirect costs may be billed only through the de minimis rate not to exceed fifteen percent (15%) of Modified Total Direct Costs methodology and once approved shall apply from July 1, 2025 through the end date listed on the Face Sheet. The agreed methodology will apply to all reimbursement requests under this Contract, including those previously submitted or approved. The Contractor shall maintain documentation supporting all charges, and any costs later determined unallowable are subject to recapture under this Contract.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number SFY26-45320211-002.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of $50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Cost date

Allowable expenses paid by Grantee from July 1, 2025 through the end date listed on the Face Sheet are eligible for reimbursement under this Contract subject to reimbursement requirements stated herein.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. BUDGET ADJUSTMENTS

The Contractor may adjust line items within the approved budget by up to ten percent (10%) of the total contract amount without a formal contract amendment. Such adjustments require prior written approval from Commerce. Email authorization from Commerce shall constitute sufficient written approval.

10. COMPLIANCE WITH PROGRAM GUIDELINES

Grantee shall maintain policies and procedures which comply with all applicable terms of the Program Guidelines available at:

- Encampment Resolution Program Guidelines (link will be provided when available)
- Consolidated Homeless Grant

Grantee shall pass these requirements down to any subgrantee/subcontractor and appropriately monitor performance to ensure their compliance.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- ERP guidelines
- Commerce Written Guidance
- CHG Guidelines
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

The City of Spokane will, on behalf of the Washington State Department of Commerce, administer the Encampment Resolution Program focusing on clearing encampments on public right of way, state owned property, and city owned property.

To accomplish this the City of Spokane will administer funds for critical housing projects, across a continuum of interventions, to ensure spaces are available for sites deemed eligible for the Encampment Resolution Program. Critical components of this work were established between 2022-2024 as the program launched.

Eligible ERP interventions include:

- Catalyst Housing: managed and operated by Catholic Charities Eastern Washington this program providers temporary housing and programming for eligible individuals. This site is a motel conversion with on site wrap around services. Individuals participating in this program are housed in individual rooms (or one couple per room), have assigned case management and peer services, must follow program rules, and have access to onsite substance misuse and mental health services. This is not a permanent housing placement but rather a stabilization opportunity for individuals between street homelessness and long term housing.
- Revive Emergency Beds offered as part of the continuation of ERP programming. These 35 beds will be available for individuals from by names list created at designated ERP sites. These beds serve a critical role in the continuum of ERP interventions and provided wrap around services intended to stabilize individuals while helping them identify longer term housing options.
- Revive Housing at AJ's Place, Shemeul's Space, and Amarah Lofts: these sites collectively provide 22 unit of permanent supportive housing for eligible ERP individuals and couples. These units are critical in our ability to move individuals through the housing continuum and will include supportive housing services. These sites provide trauma informed care, community building, and stabilizing services to keep individuals housed.
- El Estero: operated by Catholic Housing Communities this site providers 25 permanent supportive housing units for ERP eligible individuals. These units are critical in our ability to move individuals through the housing continuum and will include supportive services. CHC ensures their services are able to meet the diverse needs of their residents and strive to support individuals in maintaining their housing.
- Tiny Homes Village (new name forthcoming) providing tiny home and wrap around support services to eligible ERP individuals. This site will provide tiny home units and shared restroom/community spaces along with on-site case management and connections to behavioral health services. This site will be managed in partnership Waters Meet Foundation, and an operator will be selected via competitive Request for Proposals during the summer/fall of 2025.

Additionally, should funds be available within the existing budget to supplement new programming for ERP eligible individuals, the City of Spokane may allocate resources, with Washington State Department of Commerce approval, to additional sites. These new programs would be intended to bring additional interventions to the ERP housing continuum to better meet the diverse needs of those living in encampments.

The City of Spokane, in partnership with ERP contracted service providers will be utilizing the Homeless Management Information System to do the following, at minimum:

- Complete enrollments for each program an individual accesses
- Maintain data on services provided and received for all individuals enrolled
- Track outcomes and exits for participating individuals
- Utilize HMIS to fill permanent supportive housing units within the ERP housing continuum

The City of Spokane will facilitate regularly scheduled meetings with ERP contracted services providers. In addition, we will coordinate and leverage resources for the following activities related to ERP programming:

- Staff training and professional development
- Budgeting and invoicing
- Participant guidelines and eligibility
- Outreach and assessment for potential and designated ERP sites

Washington State Department of Commerce

Attachment B: Budget

Activity	FY26	TOTAL
Catalyst Operations	**$4,525,000**	**$4,525,000**
Revive	**$2,035,099**	**$2,035,099**
CCEW – El Estero	**$533,750**	**$533,750**
Tiny Home Village	**$575,000**	**$575,000**
I2 Strategies	**$127,889**	**$127,889**
HMIS and Contract Management	**$475,000**	**$475,000**
Total	**$8,271,738**	**$8,271,738**

CITY CLERKS NUMBER _____

1. GRANTEE COMPASSIONATE ADDICTION TREATMENT 168 S DIVISION ST SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JOSHUA LEACH 860 E 8TH AVE SPOKANE, WA 99202 (509)724-7461 JOSHUA.LEACH@CATSPOKANE.ORG		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY SANDY MUNCK 960 E 3RD AVE SPOKANE, W A99224 (509)904-3152 SANDY@CATSPOKANE.ORG		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $975,000.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☒ LOCAL/OTHER ☐ N/A	**9. START DATE** 07/01/25	**10. END DATE** 06/30/26
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** ENCAMPMENT RESOLUTION PROGRAM	
STATE AWARD NUMBER SFY26-45320211-002	**STATE FUNDS** $575,000.00	**TOTAL STATE AWARD** $8,271,738.00	**STATE AWARD DATE** 08/25/25
11b. LOCAL AGENCY CITY OF SPOKANE – COMMUNITY, HOUSING, AND HUMAN SERVICES		**LOCAL PROGRAM** OPIOID SETTLEMENT	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $400,000.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	

13. EIN #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**17. PROJECT ID #**
83-4425311	KREAHR5CVLK3	604-443-325	049095	NBRLY ID: 44507

18. CONTRACT PURPOSE

FUNDING FOR THE OPERATION OF THE TINY HOME VILLAGES PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

DRAFT DO NOT SIGN

City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: ENCAMPMENT RESOLUTION PROGRAM – TINY HOME VILLAGES

DRAFT DO NOT SIGN

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **COMPASSIONATE ADDICTION TREATMENT** whose address is 168 N DIVISON ST, SPOKANE, WA 99202 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Encampment Resolution Program (formerly Right-of-Way) contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce – Encampment Resolution Program funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to provide funding through the Encampment Resolution Program, as administered by the Washington State Department of Commerce. Through this program, the SUBRECIPIENT will support coordinated efforts to resolve unsanctioned encampments by connecting individuals residing in such locations to shelter, housing, and supportive services. Activities under this CONTRACT are intended to promote health and safety, improve access to stable housing options, and facilitate collaboration among outreach, behavioral health, housing, and local government partners to achieve sustainable encampment resolution outcomes.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin July 1, 2025, and shall run through June 30, 2026, unless

formerly terminated sooner or extended.

4. COMPENSATION/BUDGET.
The CITY shall reimburse the SUBRECIPIENT a maximum total amount not to exceed **NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100s** (**$975,000.00**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$241,150.00
OPERATIONS	$636,440.00
ADMINISTRATION	$97,410.00
TOTAL	$975,000.00

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

DRAFT DO NOT SIGN

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.
If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.
If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS
All requests for reimbursement must include the following documentation as

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applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*
v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

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The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

    B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's

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agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

    i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance

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coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT

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Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or(360)705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509)625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical

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records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any

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confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited

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Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT	**CITY OF SPOKANE**
_____	_____
SIGNATURE DATE	SIGNATURE DATE
_____	_____
TYPE OR PRINT NAME	TYPE OR PRINT NAME
_____	_____
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
_____	_____
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION

Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

CAT will serve as the operator for the New Roots Tiny Home Village, in collaboration with the City of Spokane and Waters Meet Foundation. The New Roots Tiny Home Village includes 30 tiny homes serving as entry/exit emergency shelters. The site is located at 3004 W 8th Ave. Each tiny home has the capacity for one individual or one adult couple (must be referred as a couple). In addition, this site will have on site laundry, three, two stall, restroom facilities providing toilet facilities, showers, and handwashing, along with two community building intended for events, shared meals, groups, etc. CAT will provide a comprehensive, recovery-centered service model at New Roots Village, integrating licensed substance use disorder treatment, including onsite certified peer specialists, with wraparound supports. Services, in collaboration with community partners, include:

- Case Management (2 hours per week per client) with a maximum caseload of 30 clients.
- Peer support available is needed for each client.
- SUD assessments, intensive outpatient treatment, and outpatient treatment services
    - SUD Treatment groups up to 6 hours per week, including relapse prevention, coping skills, and trauma-informed recovery groups.
- Recovery focused programming and same day access to MOUD
    - Medication for Opioid Use Disorder (MOUD/MAT) 5 hours per week of prescriber and peer support for buprenorphine and Sublocade.
- Skills-building groups 2+ hours per week
- Linkages to behavioral health, employment, and housing stabilization services
    - Dignified Workday – Will provide access to their employment pathways at no cost.
    - Onsite access to virtual appointments will expand access to medical and behavioral health services
- Jewels Helping Hands will provide on-site clean up five (5) days per week at no cost. They are also partnering with CAT Spokane to provide Peers to work as Village Support Staff.

All individuals residing on site must:

- Be offered access to critical behavioral health services
- Must be engaged in active case management
- Follow program expectations and rules
- Refrain from brining and consuming any prescription (not belonging to self), illegal, or legal non prescribed drugs on the property.
- Refrain from bringing and consuming any hallucinogens or alcoholic beverages on the property.

Client Eligibility:

- This is not a walk-up location for shelter or services but rather a referral only housing option for individuals seeking recovery and/or long-term housing stability

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through outdoor navigation services, connections to behavioral health, and robust support.
- This site must prioritize individuals who can benefit from treatment and/or prevention and recovery services for opioid use disorder.
- This site will accept referrals from the Encampment Resolution Program and other referral sources as determined by the City of Spokane and Waters Meet Foundation. The ERP program is managed by the City of Spokane in compliance with Washington State Department of Commerce guidelines.
- This site will NOT house any minors.

As the Operator of the Tiny Home Village, CAT will:

- Maintain at minimum 2.0 FTE on site 24 hours per day, 365 days per year.
- Establish, maintain, and enforce a set of client rules and expectations, as well as accountability procedures.
- Fencing and gate must be well maintained and utilized to ensure only permitted guests enter the village, and to ensure that residents of the village use appropriate space for residency. IE no resident should use space outside of the fence for storage of belongings, meeting with peers, etc.
- Report all incidents of criminal activity, by resident or guest, to appropriate enforcement agency.
- Always meet all fire code requirements to ensure ingress and egress are available.
- Build and maintain relationships with appropriate public safety personnel which may include; Neighborhood Resource Offices from Spokane Police, Co-responder teams from Spokane Police and Spokane Fire, and other critical partners.
- Lighting features must remain in working condition and be maintained.
- Notify CHHS and Waters Meet contract contacts immediately in the case of natural disaster, criminal activity, or significant first responder response as soon as possible and no longer than 12 hours after incident.
- Not allow overnight guests of residents and create reasonable limitations for number and length of visit per resident. o Important to note that external service providers/service partners are not considered guests of residents and should not be limited in length or frequency of visit.
- Support for establishing, and consistent and ongoing participation on the New Roots Advisory Committee which may include neighborhood members, service providers, city and Waters Meet staff etc.

Expected Performance Outcomes (in addition to the Performance Metrics outlined in the Spokane City/County Continuum of Care 5-Year Performance Management Plan):
- 15% of individuals exited to step-up housing options within 8 months of move in date.
- 55% of individuals exited to step-up housing options within 12 months of move in date.
- 25% of individuals are expected to exit to other destinations, including potential removals from the community.
- 50% of individuals with positive exits will be connected to employment opportunities prior to exit.

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SCOPE OF WORK

- 75% of individuals not receiving benefits at move in shall be receiving benefits by exit date.
- 25% of individuals connected to behavioral health treatment will complete treatment recommendations.

1. HMIS PROJECT TYPE(S)
   For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

   ☐ Permanent Housing – Rapid Rehousing (RRH)
   ☐ Permanent Housing – Permanent Supportive Housing (PSH)
   ☐ Permanent Housing – Permanent Housing with Services (PHS)
   ☐ Permanent Housing – Permanent Housing Only (PH)
   ☐ Transitional Housing (TH)
   ☐ Emergency Shelter: Night-by-Night (ES: NBN)
   ☒ Emergency Shelter: Entry/Exit (ES: EE)
   ☐ Street Outreach (SO)
   ☐ Supportive Services Only (SSO)
   ☐ Coordinated Entry (CE)

2. HMIS PROJECT NAME(S)

CAT--ES--New Roots Village

3. HOUSING TYPE
   Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

   ☒ Site-Based - Single Site
   ☐ Site-Based - Clustered/Multiple Sites
   ☐ Tenant-Based - Scattered Site

4. INVENTORY
   Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in HMIS Project	1
Total Number of Beds in HMIS Project	30

   ☒ This project is funded by this grant *only*
   ☐ This project is funded by *multiple* grants

5. POINT(S)-OF-ENTRY
   ☐ Coordinated Entry - Families
   ☐ Coordinated Entry - Singles
   ☐ Coordinated Entry - Youth & Young Adults
   ☐ Walk-In

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SCOPE OF WORK

☐ Healthcare Provider Referral
☒ Other (please describe): ERP Referrals and other referral sources as determined by the City of Spokane and Waters Meet Foundation

6. SITE LOCATION(S)

New Roots Tiny Home Village
3004 W. 8th Ave
Spokane, WA 99224

7. ADMINISTRATION LOCATION

Compassionate Addiction Treatment of Spokane
960 E. 3rd St.
Spokane, WA 99202

8. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A – prioritization for individuals who can benefit from treatment and/or prevention and recovery services for opioid use disorder.

9. NUMBER SERVED

Total Number of Individuals Served	50

10. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

11. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☐ Assessment of Service Needs
☐ Assistance with Moving Costs
☒ Case Management

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☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☒ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☒ Outpatient Health Services
☒ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☐ Utility Deposits

12. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

13. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

0.15 FTE Executive Director – The Executive Director serves as the chief executive officer of the CAT Spokane, providing visionary leadership, strategic planning, and operational oversight. The Executive Director is responsible for ensuring the organization fulfills its mission, achieves its goals, and maintains financial and operational stability. This role works closely with the Board of Directors, community partners, funders, and staff to advance housing and supportive services for individuals experiencing homelessness in Spokane.
0.15 FTE Director of Programs – The Director of Programs provides strategic leadership and operational oversight for all programs within the CAT Spokane. This role is responsible for developing, implementing, and evaluating service models that support residents' stability, growth, and transition to permanent housing. The Director ensures program compliance with contractual obligations, grant requirements, and regulatory standards, while fostering a supportive, trauma informed environment for both staff and residents.
0.15 FTE Finance Manager – The Finance Manager oversees all financial operations of the CAT Spokane, ensuring accuracy, transparency, and compliance with applicable regulations and funder requirements. This role manages budgeting, financial reporting, payroll, and audits while providing strategic financial guidance to the Executive Director and Board of Directors. The Finance Manager is a key

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member of the leadership team, supporting fiscal responsibility and sustainability for the organization.

1.0 FTE New Roots Village Peer Support Staff Supervisor (Day Support) – The New Roots Village Peer Support Staff Supervisor provides direct supervision and guidance to support staff responsible for day-to-day client assistance, facility oversight, and safety at the shelter. This role ensures that residents are welcomed into a supportive, trauma-informed environment, and that staff deliver consistent, compassionate services. The Supervisor coordinates shift coverage, supports crisis response, and works with program leadership to maintain a safe and positive living environment for all residents.

5.0 FTE New Roots Village Peer Support Staff (Weekdays) – The New Roots Village Peer Support Staff are responsible for providing day-to-day assistance, safety monitoring, and client support at the shelter. Support staff help maintain a welcoming, safe, and structured environment for residents while offering compassionate, trauma-informed assistance. This role supports daily operations, responds to client needs, and helps implement program rules and community guidelines.

2.4 FTE (0.60 FTE/person x 4) New Roots Village Peer Support Staff (Weekends)– The New Roots Village Peer Support Staff are responsible for providing day-to-day assistance, safety monitoring, and client support at the shelter. Support staff help maintain a welcoming, safe, and structured environment for residents while offering compassionate, trauma-informed assistance. This role supports daily operations, responds to client needs, and helps implement program rules and community guidelines.

0.30 FTE Maintenance Manager – The Maintenance Manager is responsible for the overall upkeep, safety, and functionality of CAT Spokane facilities, including housing units, common areas, and grounds. This role oversees preventive maintenance, repairs, and vendor relationships to ensure a safe and welcoming environment for residents, staff, and visitors. The Maintenance Manager also supervises maintenance staff and coordinates with leadership to support emergency response and long-term facility planning.

Additional Staff (No Cost):

- **Consultant (Part Time)** - The Consultant provides transitional leadership support to CAT Spokane during a period of executive leadership change. As the organization's Founder and former Executive Director, the Consultant brings unique historical knowledge, community relationships, and subjectm atter expertise to ensure stability and continuity. This role is advisory in nature, focused on mentoring staff, supporting the Interim Executive Director, and strengthening organizational capacity while respecting the Interim Executive Director's authority in all decision-making.
- **Medical Director (Physician) (Full Time or Part Time)** - The Medical Provider (Physician) delivers direct healthcare services to CAT Spokane clients and residents of the Tiny Homes Village, with a focus on primary care, preventive health, and chronic disease management. This role plays a critical part in improving health outcomes for residents by integrating medical care into housing and supportive services. The Physician collaborates with the clinical team, case managers, and external providers to ensure residents receive comprehensive, coordinated care.
- **Medication for Opioid Use Disorder (MOUD) Coordinator (Full Time)** - The Medication for Opioid Use Disorder (MOUD) Coordinator is responsible for coordinating and supporting all aspects of medication-Medication for

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Opioid Use Disorder services for CAT Spokane clients and residents of the Tiny Homes Village. This role works closely with clinical staff, prescribers, and community providers to facilitate safe and effective access to MOUD, including buprenorphine, methadone, and other approved medications. The MOUD Coordinator provides case coordination, education, and advocacy to ensure residents receive comprehensive support in their recovery journey.

- **Clinical Supervisor (Full Time)** - The Clinical Supervisor provides leadership, oversight, and clinical support for staff delivering behavioral health and supportive services within the CAT Spokane. This role ensures that programs and services are delivered in accordance with evidence-based practices, ethical standards, and regulatory requirements. The Clinical Supervisor is responsible for supervising case managers and clinical staff, providing reflective supervision, and ensuring quality care for residents with complex needs.
- **Housing and Employment Program Supervisor (Full Time)** - The Housing and Employment Program Supervisor oversees staff and services that support residents in securing stable housing and achieving employment goals. This role provides leadership in the design, implementation, and evaluation of housing navigation, workforce development, and job readiness programs. The Supervisor ensures that services are individualized, strengths-based, and coordinated with internal and external partners to maximize resident success.
- **Outreach Provider for Medication for Opioid Use Disorder (MOUD) Services (Full Time)** - The Outreach Provider for Medication for Opioid Use Disorder (MOUD) Services engages directly with residents and community members to provide education, linkage, and support for accessing MOUD programs. This role is responsible for building trust with individuals experiencing substance use challenges, conducting outreach, and connecting them with prescribers, pharmacies, and treatment providers. The Outreach Provider promotes harm reduction practices, increases awareness of MOUD options, and supports individuals in navigating recovery resources.

14. PERFORMANCE MEASURES

Entry Exit (Continuous Stay) Shelter		
Measure	Minimum Performance Standard	System Performance Target
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 55%** of persons in project will move into permanent housing at exit.	**At least 80%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit.	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit.

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Average Rate of Utilization	The average numbers of persons enrolled in project per night will represent **no less than the 85%** of projects' total bed inventory.	The average numbers of persons enrolled in project per night will represent **no less than the 95%** of projects' total bed inventory.
Employment and Income Growth	**At least 40%** of persons in project will gain or increase employment.	**At least 50%** of persons in project will gain or increase employment.

15. ASSUMPTIONS & REQUIREMENTS.

A. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

B. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

C. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE CATHOLIC CHARITIES OF SPOKANE 12 E 5TH AVE SPOKANE, WA 99202		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE GORDON WRIGHT 4301 W SUNSET BLVD SPOKANE, WA 99224 (509)720-3380 GORDON.WRIGHT@CCEASTERNWA.ORG		**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY SHARON STADELMAN 12 E 5TH AVE SPOKANE, WA 99202 (509)358-4250 X4269 SHARON.STADELMAN@CCEASTERNWA.ORG		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $4,525,000.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 07/01/25	**10. END DATE** 06/30/26
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** ENCAMPMENT RESOLUTION PROGRAM	
STATE AWARD NUMBER SFY26-45320211-002	**STATE FUNDS** $4,525,000.00	**TOTAL STATE AWARD** $8,271,738.00	**STATE AWARD DATE** 08/25/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	

13. EIN #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**17. PROJECT ID #**
91-0569880	KLV5D7M8LF44	601-155-740	012876	NBRLY ID: 44505

18. CONTRACT PURPOSE

FUNDING FOR THE OPERATION OF THE CATALYST PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: ENCAMPMENT RESOLUTION PROGRAM - CATALYST

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THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **CATHOLIC CHARITIES OF SPOKANE** whose address is 12 E 5TH AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Encampment Resolution Program (formerly Right-of-Way) contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce – Encampment Resolution Program funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to provide funding through the Encampment Resolution Program, as administered by the Washington State Department of Commerce. Through this program, the SUBRECIPIENT will support coordinated efforts to resolve unsanctioned encampments by connecting individuals residing in such locations to shelter, housing, and supportive services. Activities under this CONTRACT are intended to promote health and safety, improve access to stable housing options, and facilitate collaboration among outreach, behavioral health, housing, and local government partners to achieve sustainable encampment resolution outcomes.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin July 1, 2025, and shall run through June 30, 2026, unless

formerly terminated sooner or extended.

4. COMPENSATION/BUDGET.
The CITY shall reimburse the SUBRECIPIENT a maximum total amount not to exceed of **FOUR MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$4,525,000.00**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$1,446,780.00
OPERATIONS	$2,548,133.00
ADMINISTRATION	$530,087.00
TOTAL	$4,525,000.00

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

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Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS

All requests for reimbursement must include the following documentation as

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applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*
v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

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The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

    B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's

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agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

    i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance

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coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT

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Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or(360)705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509)625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical

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records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any

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confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited

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Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT

_____
SIGNATURE DATE

_____
TYPE OR PRINT NAME

_____
TITLE

ATTEST:

_____
CITY CLERK

CITY OF SPOKANE

_____
SIGNATURE DATE

_____
TYPE OR PRINT NAME

_____
TITLE

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION

Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

This emergency supportive housing _ continuous stay ES program is a motel conversion with on-site wrap around services. Individuals participating in this program are housed in individual rooms (or one couple per room) and have three meals a day provided for them. All participants have assigned care coordinators/case managers, health care coordinators and peer support services. This is secure campus with on-sight (safety/security) Resource Navigators, and all individuals must follow program rules. On-site behavioral health/SUD services are also offered, along with facilitating visits from the Street Medicine team. Additionally, life skills and social inclusion activities are provided, as participants work to transition from a street homeless existence. This is not a permanent housing placement but rather a critical steppingstone to stabilization for individuals between encampments and long-term housing.

2. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☐ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☒ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

CC--ES--Catalyst--ROW
CC--ES--Community Catalyst--ROW

4. HOUSING TYPE

Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☒ Site-Based - Single Site
☐ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

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SCOPE OF WORK

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

CC--ES--Catalyst—ROW + CC—ES—Community Catalyst--ROW	
Total Number of Units in Entire Project	80*
Total Number of Beds in Entire Project	80*

**All new enrollments are in CC--ES--Catalyst--ROW. No new enrollments in Community Catalyst (CC--ES--Community Catalyst--ROW) are allowed, but enrollments continue for these community-referred clients.*

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): *By-names list created at designated ERP sites.*

7. SITE LOCATION(S)

The Catalyst
4301 W. Sunset Blvd.
Spokane, WA 99224

8. ADMINISTRATION LOCATION

Catholic Charities of Eastern Washington
12 E. 5th Avenue
Spokane, WA 99202

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

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SCOPE OF WORK

Total Number of Households Served	110
Total Number of Individuals Served	125

Please note: units are filled based upon referrals that are activated when an ERP location is identified-- so vacancy rates are considerably higher than a traditional ES program due to external factors that require units to be filled solely through this referral pipeline. ***The above figures assume 80% occupancy, with 10% of the rooms being filled by couples.***

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☒ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services
☐ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☐ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☒ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☒ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☐ No

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SCOPE OF WORK

14. STAFFING PLAN

Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

Roles:	**FTE**	**Duties to support the project:**
OPERATIONS ASSISTANTS	15 FTE	These positions support all daily operations of the project--including screening for access to the campus, all janitorial functions, maintaining the cohesion and stability of the participants
Resource Navigator	6 FTE	Positions support resource triaging, are trained in advanced de-escalation techniques and support campus safety and security.
Substance Use Disorder Professional	1 FTE	Provides SUD services for participant.
Operations Manager	1 FTE	Oversees all Operations Assistants; supports after hours emergency response.
Peer Support Specialist	3 FTE	Provides Certified Peer Support services for Catalyst Participants.
Supportive Housing Care Coordinator	3 FTE	Provides housing-focused services for all participants.
Kitchen Operations Assistant	3 FTE	Provides meal preparation, and distribution of 3 meals a day.
Facilities Manager	1 FTE	Oversees all facility operations, including the kitchen and maintenance teams and any type of facility project that is needed.
SUDP Supervisor	1 FTE	Provides program oversight for SUD services and direct supervision of SUD-P.
Lead Maintenance Technician	1 FTE	Provides leadership support and oversight for all maintenance needs.
Assistant Maintenance Technician - Catalyst	2 FTE	Supports the Lead Maintenance in the completion of all maintenance projects.
Lead Peer Support Specialist	1 FTE	Provides next-level skilled leadership for all Peer Support Services.
Lead Operations Assistant	1 FTE	Provides leadership during shifts for OA staff—supporting compliance with rules and health and safety structures.

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Kitchen Operations Assistant Lead	1 FTE	Provides next level oversight of all kitchen operations. Responsible for ordering all supplies and ensuring that all health and safety regulations are adhered to.
Health Care Coordinator	2 FTE	Provides direct support of all health care needs; attends appointment with the participants, as requested. Acts as an advocate for health care needs, as identified.
Services Program Manager	1 FTE	Oversees all supportive housing and health care coordinators, along with Peer Support Services.
Catalyst Care Coordinator Lead	1 FTE	Oversees OA's in the support of all daily operations of the project--including screening for access to the campus, all janitorial functions, maintaining the cohesion and stability of the participants
Director of Catalyst	1 FTE	Responsible to all operations of the Catalyst project. Provides community-facing representation for the program.
VP of Shelter and Specialized Housing Services	.3 FTE	Provides administrative support for Catalyst project & direct supervision of Catalyst Director.
Director, Safety and Security	.2 FTE	Provides consultation and support for safety and security issues that may arise; provides consultation for Resource Navigators.

15. PERFORMANCE MEASURES

Entry Exit (Continuous Stay) Shelter		
Measure	Minimum Performance Standard	System Performance Target
Length of Time Homeless in ES	Project will have an average length of stay of **no more than 90 days.**	Project will have an average length of stay of **no more than 30 days.**
Exits to Permanent Housing	**At least 55%** of persons in project will move into permanent housing at exit.	**At least 80%** of persons in project will move into permanent housing at exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit.	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit.
Average Rate of Utilization	The average numbers of persons enrolled in project per night will represent **no**	The average numbers of persons enrolled in project per night will represent **no**

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	less than the 85% of projects' total bed inventory.	**less than the 95%** of projects' total bed inventory.
Employment and Income Growth	**At least 40%** of persons in project will gain or increase employment.	**At least 50%** of persons in project will gain or increase employment.

16. ASSUMPTIONS & REQUIREMENTS.

A. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

B. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

C. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE CATHOLIC CHARITIES OF SPOKANE 12 E 5TH AVE SPOKANE, WA 99202	**2. GRANTEE DOING BUSINESS AS** N/A
3. GRANTEE PROGRAM REPRESENTATIVE DAVID SACKMANN 12 E 5TH AVE SPOKANE, WA 99202 (509)939-7965 DAVID.SACKMANN@CCEASTERNWA.ORG	**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG
5. GRANTEE SIGNATORY JONATHAN MALLAHAN 12 E 5TH AVE SPOKANE, WA 99202 (509)459-6180 JONATHAN.MALLAHAN@CCEASTERNWA.ORG	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT $533,750.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 07/01/25	**10. END DATE** 06/30/26

11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE	**STATE PROGRAM** ENCAMPMENT RESOLUTION PROGRAM

STATE AWARD NUMBER SFY26-45320211-002	**STATE FUNDS** $533,750.00	**TOTAL STATE AWARD** $8,271,738.00	**STATE AWARD DATE** 08/25/25

ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%

13. EIN # 91-0569880	**14. UEI #** KLV5D7M8LF44	**15. UBI #** 601-155-740	**16. FMS VENDOR #** 012876	**17. PROJECT ID #** NBRLY ID: 44505

18. CONTRACT PURPOSE

FUNDING FOR THE OPERATION OF THE EL ESTERO HOUSING PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: ENCAMPMENT RESOLUTION PROGRAM – EL ESTERO

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THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **CATHOLIC CHARITIES OF SPOKANE** whose address is 12 E 5TH AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Encampment Resolution Program (formerly Right-of-Way) contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce – Encampment Resolution Program funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to provide funding through the Encampment Resolution Program, as administered by the Washington State Department of Commerce. Through this program, the SUBRECIPIENT will support coordinated efforts to resolve unsanctioned encampments by connecting individuals residing in such locations to shelter, housing, and supportive services. Activities under this CONTRACT are intended to promote health and safety, improve access to stable housing options, and facilitate collaboration among outreach, behavioral health, housing, and local government partners to achieve sustainable encampment resolution outcomes.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.
   The CONTRACT shall begin July 1, 2025, and shall run through June 30, 2026, unless

formerly terminated sooner or extended.

4. COMPENSATION/BUDGET.
The CITY shall reimburse the SUBRECIPIENT a maximum total amount not to exceed of **FOUR HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS** (**$453,687.50**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
RENTAL ASSISTANCE	$432,000.00
OPERATIONS	$21,687.50
ADMINISTRATION	$80,062.50
TOTAL	$453,687.50

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

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Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS

All requests for reimbursement must include the following documentation as

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applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*
v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

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The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

    B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's

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agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

    i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance

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coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT

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Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or(360)705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509)625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical

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records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any

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confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited

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Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT

_____
SIGNATURE DATE

_____
TYPE OR PRINT NAME

_____
TITLE

ATTEST:

_____
CITY CLERK

CITY OF SPOKANE

_____
SIGNATURE DATE

_____
TYPE OR PRINT NAME

_____
TITLE

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION
Describe the Project and how the Project provides the Supportive Services checked in Section 12. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

This project provides rental subsidy for 24 permanent housing units with services for ERP eligible individuals, specifically households without minor children. Case management services are provided by Catholic Charities Onsite Supportive Housing Services (OSHS) team.

2. HMIS PROJECT TYPE(S)
For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☒ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

3. HMIS PROJECT NAME(S)

CC--PHS--El Estero--ROW

4. HOUSING TYPE
Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☐ Site-Based - Single Site
☒ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

5. INVENTORY
Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in Entire Project	24
Total Number of Beds in Entire Project	24

6. POINT(S)-OF-ENTRY
☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In

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☐ Healthcare Provider Referral
☒ Other (please describe): ERP eligible households will be referred through a process determined by providers and the City

7. SITE LOCATION(S)

El Estero
2134 E North Crescent Ave
Spokane, WA, 99207

8. ADMINISTRATION LOCATION

Catholic Housing Communities
2134 E North Crescent Ave
Spokane, WA, 99207

9. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

10. NUMBER SERVED

Total Number of Households Served	24

11. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

12. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☒ Food
☒ Housing Search/Counseling Services

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SCOPE OF WORK

☐ Legal Services
☒ Life Skills Training
☐ Mental Health Services
☐ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☐ Utility Deposits

13. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☒ Yes – Security Deposit Only
☒ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☒ Yes – Future Rent (Short-Term: 0-3 months)
☒ Yes – Future Rent (Medium-Term: 4-11 months)
☒ Yes – Future Rent (Long-Term: 12+ months)
☐ No

14. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

0.25 FTE Senior Property Manager : In charge of property operations and reports to the Director of Housing Operations.

1.00 Community Manager: In charge of tenant needs and property rents, reports to the Sr. Property Manager.

1.50 FTE Maintenance Technicians: Responsible for the routine maintenance on the property.

1.5 FTE Onsite Supportive Housing Services: Responsible for delivering wrap around supportive services to the tenants at the property.

15. PERFORMANCE MEASURES

Permanent Housing (non-RRH)		
Measure	Minimum Performance Standard	System Performance Target
Exits to or Retention of Permanent Housing	**At least 93%** of housed persons remain in project or exit to other permanent housing as of the end of the reporting period or at program exit.	**At least 95%** of housed persons remain in project or exit to other permanent housing as of the end of the reporting period or at program exit.
Employment Income and Growth - Stayers	**At least 50%** of persons entering project will gain or increase employment or non- employment cash income during the reporting period or at annual assessment.	**At least 55%** of persons entering project will gain or increase employment or non- employment cash income during the reporting period or at annual assessment.
Employment Income and Growth - Leavers	**At least 45%** of persons entering project will gain or increase	**At least 50%** of persons entering project will gain or increase

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	employment or non- employment cash income at exit.	employment or non- employment cash income at exit.
Annual Income Growth and/or Non-Cash Benefits	**At least 25%** of persons in project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.	**At least 30%** of persons in project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.
Returns to Homelessness	Project will have **no more than 5%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 3%** of adults who exited to permanent housing return to homelessness within two years of exit
Average Rate of Utilization - Units	The average number of persons enrolled in project per night will represent **no less than 85%** of projects total bed inventory.	The average number of persons enrolled in project per night will represent **no less than 95%** of projects total bed inventory.
Average Rate of Utilization - Beds	The average number of persons enrolled in project per night will represent **no less than 85%** of projects total bed inventory.	The average number of persons enrolled in project per night will represent **no less than 95%** of projects total bed inventory.

16. ASSUMPTIONS & REQUIREMENTS.

A. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

B. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

C. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken

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by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE REVIVE COUNSELING SPOKANE, PLLC 701 W 7TH AVE, SUITE 107C SPOKANE, WA 99204		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE LAYNE PAVEY 901 N MONROE ST SPOKANE, WA 99201 (509)998-8388 LAYNE@REVIVESPOKANE.COM		**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY LAYNE PAVEY 901 N MONROE ST SPOKANE, WA 99201 (509)998-8388 LAYNE@REVIVESPOKANE.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $942,440.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 07/01/25	**10. END DATE** 06/30/26
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** ENCAMPMENT RESOLUTION PROGRAM	
STATE AWARD NUMBER SFY26-45320211-002	**STATE FUNDS** $942,440.00	**TOTAL STATE AWARD** $8,271,738.00	**STATE AWARD DATE** 08/25/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	

13. EIN #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**17. PROJECT ID #**
81-5106750	HE2UCLKF5BS5	604-138-673	050399	NBRLY ID: 44509

18. CONTRACT PURPOSE

FUNDING FOR THE OPERATION OF THE ERP PHS UNITS PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: ENCAMPMENT RESOLUTION PROGRAM - PHS UNITS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **REVIVE COUNSELING SPOKANE, PLLC** whose address is 701 W 7TH AVE, SUITE 107C, SPOKANE, WA 99204 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Encampment Resolution Program (formerly Right-of-Way) contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce – Encampment Resolution Program funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to provide funding through the Encampment Resolution Program, as administered by the Washington State Department of Commerce. Through this program, the SUBRECIPIENT will support coordinated efforts to resolve unsanctioned encampments by connecting individuals residing in such locations to shelter, housing, and supportive services. Activities under this CONTRACT are intended to promote health and safety, improve access to stable housing options, and facilitate collaboration among outreach, behavioral health, housing, and local government partners to achieve sustainable encampment resolution outcomes.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.

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The CONTRACT shall begin July 1, 2025, and shall run through June 30, 2026, unless formerly terminated sooner or extended.

4. COMPENSATION/BUDGET.
The CITY shall reimburse the SUBRECIPIENT for a maximum total amount not to exceed of **NINE HUNDRED FOURTY-TWO THOUSAND FOUR HUNDRED FORTY AND NO/100s** (**$942,440.00**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$285,000.00
OPERATIONS	$506,166.00
ADMINISTRATION	$10,000.00
TOTAL	$942,440.00

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

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Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS

All requests for reimbursement must include the following documentation as

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applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*
v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

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The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

    B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's

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agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

    i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance

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coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT

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Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or(360)705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509)625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical

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records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any

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confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited

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Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.
IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this

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CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT	**CITY OF SPOKANE**
SIGNATURE DATE	SIGNATURE DATE
TYPE OR PRINT NAME	TYPE OR PRINT NAME
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION

Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

AJ's Place, Shemeul's Space, and Amarah Lofts: these sites collectively provide 22 unit of permanent housing with services for eligible ERP individuals and couples. These units are critical to move individuals through the housing continuum and will include supportive housing services. These sites provide trauma informed care, community building, and stabilizing services to keep individuals housed.

1. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☒ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

2. HMIS PROJECT NAME(S)

REV--PHS--Units--ROW

3. HOUSING TYPE

Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☐ Site-Based - Single Site
☒ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

4. INVENTORY

Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in Entire Project	22
Total Number of Beds in Entire Project	22

5. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles

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☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Referrals from ERP- funded housing facilities or households deemed eligible by BNL

6. SITE LOCATION(S)

AJ's Place
612 W Sharp Ave
Spokane, WA 99201

Shemuel's Space
2428 E Everett Ave
Spokane, WA 99207

Amarah's Lofts
818 W Maxwell Ave
Spokane, WA 99201

7. ADMINISTRATION LOCATION

Revive Counseling Spokane
901 N Monroe St, Ste 200
Spokane, WA 99201

8. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

9. NUMBER SERVED

Total Number of Households Served	45
Total Number of Individuals Served	45

10. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR

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578.3?

☐ YES ☒ NO

11. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☐ Food
☒ Housing Search/Counseling Services
☐ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☒ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☒ Utility Deposits

12. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

13. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

Revive's Permanent Housing with Services Staffing Plan

Position	**Team Member**	**FTE**
ERP Director	Lacey Trottier	.5
Property Manager	Dawn Woolard	1
Housing Services Supervisor	Erin Murphy	.5

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SCOPE OF WORK

Housing Specialist		2
Housing Support Staff		6
HMIS Data Specialist	Vanessa Hoyt	.5
Security & Maintenance Director	Richard Hoffman	1
Accounting/Bookkeeping	Jennifer Olsen	.5
Total		**12**

ERP Director
The ERP Director is responsible for overseeing all operations, compliance, hiring, training, and staff monitoring, as well as ensuring achievement of project outcomes. The director is the primary authority for operational decision-making, policy implementation, and staff development. The Director ensures that all procedures align with Revive's standards and regulatory requirements.

Property Manager
The property manager is responsible for overseeing the day-to-day operations of housing facilities, ensuring units are properly maintained, and managing tenant occupancy. They coordinate move-ins and move-outs, address resident concerns, and ensure compliance with housing policies and regulations. Additionally, they support the stability and safety of residents by collaborating with service teams and maintaining accurate records.

Housing Services Supervisor
The Housing Services Supervisor leads housing specialists, coordinates intakes, assessments, care planning, and case management. The Housing Services Supervisor is the leader responsible for maintaining trauma-informed, culturally responsive, and restorative practices. The supervisor ensures service delivery is consistent with evidence-based interventions and oversees documentation and compliance.

Housing Specialist
Housing Specialists provide direct services, conduct housing assessments, develop person-centered care plans, and deliver case management. They facilitate landlord development, resource acquisition, and support participants in obtaining and maintaining permanent housing. Their responsibilities are detailed in Revive's service delivery manuals, which outline best practices for participant engagement and housing stability.

Housing Support Staff
Housing Support Staff deliver 24/7 coverage through day, swing, and night shifts, monitoring safety, health, and compliance of program participants. They provide support, crisis response, and de-escalation as needed.

HMIS Data Specialist
The HMIS Data Specialist manages all HMIS functions, including quality data entry, tracking, staff support for enrollments, coordinated entry assessments, and exits. The data specialist ensures compliance with city and state requirements and supports quarterly reporting needs.

Director of Security & Maintenance
The Director of Security and Maintenance is responsible for overseeing the safety and upkeep of all housing facilities, ensuring that security protocols are followed, camera systems are operations, maintenance requests are addressed promptly and that units meet inspection

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standards. This role includes conducting NSPIRE inspections, managing unit turns, and implementing facility management procedures. The director also leads the maintenance team to maintain a secure, healthy, and compliant environment for residents.

Accounting/Bookkeeping
Accounting/Bookkeeping staff ensure compliance with Revive's bookkeeping procedures and policies, prepare invoices, and manage financial documentation. Their responsibilities are referenced in Revive's financial management manuals, which provide guidance on fiscal compliance and reporting.

14. PERFORMANCE MEASURES.

Permanent Housing (non-RRH)		
Measure	Minimum Performance Standard	System Performance Target
Exits to or Retention of Permanent Housing	**At least 93%** of housed persons remain in project or exit to other permanent housing as of the end of the reporting period or at program exit.	**At least 95%** of housed persons remain in project or exit to other permanent housing as of the end of the reporting period or at program exit.
Employment Income and Growth - Stayers	**At least 50%** of persons entering project will gain or increase employment or non-employment cash income during the reporting period or at annual assessment.	**At least 55%** of persons entering project will gain or increase employment or non-employment cash income during the reporting period or at annual assessment.
Employment Income and Growth - Leavers	**At least 45%** of persons entering project will gain or increase employment or non-employment cash income at exit.	**At least 50%** of persons entering project will gain or increase employment or non-employment cash income at exit.
Annual Income Growth and/or Non-Cash Benefits	**At least 25%** of persons in project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.	**At least 30%** of persons in project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.
Returns to Homelessness	Project will have **no more than 5%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 3%** of adults who exited to permanent housing return to homelessness within two years of exit
Average Rate of Utilization - Units	The average number of persons enrolled in project per night will represent **no less than 85%** of projects total bed inventory.	The average number of persons enrolled in project per night will represent **no less than 95%** of projects total bed inventory.
Average Rate of Utilization - Beds	The average number of persons enrolled in project	The average number of persons enrolled in project

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	per night will represent **no less than 85%** of projects total bed inventory.	per night will represent **no less than 95%** of projects total bed inventory.

15. ASSUMPTIONS & REQUIREMENTS.

A. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

B. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

C. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CITY CLERKS NUMBER _____

1. GRANTEE REVIVE COUNSELING SPOKANE, PLLC 701 W 7TH AVE, SUITE 107C SPOKANE, WA 99204		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE LAYNE PAVEY 901 N MONROE ST SPOKANE, WA 99201 (509)998-8388 LAYNE@REVIVESPOKANE.COM		**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY LAYNE PAVEY 901 N MONROE ST SPOKANE, WA 99201 (509)998-8388 LAYNE@REVIVESPOKANE.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $942,440.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☒ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 07/01/25	**10. END DATE** 06/30/26
11. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**STATE PROGRAM** ENCAMPMENT RESOLUTION PROGRAM	
STATE AWARD NUMBER SFY26-45320211-002	**STATE FUNDS** $942,440.00	**TOTAL STATE AWARD** $8,271,738.00	**STATE AWARD DATE** 08/25/25
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	

13. EIN #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**17. PROJECT ID #**
81-5106750	HE2UCLKF5BS5	604-138-673	050399	NBRLY ID: 44509

18. CONTRACT PURPOSE

FUNDING FOR THE OPERATION OF THE ERP PHS UNITS PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- SCOPE OF WORK
- HMIS REQUIREMENTS

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: ENCAMPMENT RESOLUTION PROGRAM - PHS UNITS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **REVIVE COUNSELING SPOKANE, PLLC** whose address is 701 W 7TH AVE, SUITE 107C, SPOKANE, WA 99204 as ("SUBRECIPIENT"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the City of Spokane's Department of Community, Housing, and Human Services (CHHS) is assuming responsibility for administration and oversight of the Encampment Resolution Program (formerly Right-of-Way) contracts previously managed by Waters Meet Foundation (formerly Empire Health Foundation); and

WHEREAS, the SUBRECIPIENT was awarded Washington State Department of Commerce – Encampment Resolution Program funds; and

WHEREAS, this award was approved by City Council through Resolution No. [insert resolution number] on [insert date], thereby authorizing the allocation of funds for the purposes set forth in this CONTRACT; and

--NOW THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:

1. PURPOSE.
   The purpose of this CONTRACT is to provide funding through the Encampment Resolution Program, as administered by the Washington State Department of Commerce. Through this program, the SUBRECIPIENT will support coordinated efforts to resolve unsanctioned encampments by connecting individuals residing in such locations to shelter, housing, and supportive services. Activities under this CONTRACT are intended to promote health and safety, improve access to stable housing options, and facilitate collaboration among outreach, behavioral health, housing, and local government partners to achieve sustainable encampment resolution outcomes.

2. SCOPE OF WORK.
   The SUBRECIPIENT shall provide services in accordance with ATTACHMENT - SCOPE OF WORK.

3. CONTRACT TERM/PERIOD OF PERFORMANCE.

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The CONTRACT shall begin July 1, 2025, and shall run through June 30, 2026, unless formerly terminated sooner or extended.

4. COMPENSATION/BUDGET.
The CITY shall reimburse the SUBRECIPIENT for a maximum total amount not to exceed of **NINE HUNDRED FOURTY-TWO THOUSAND FOUR HUNDRED FORTY AND NO/100s** (**$942,440.00**) for all things necessary to the performance of services as listed in ATTACHMENT - SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT - SCOPE OF WORK, as well as in accordance with the program performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

BUDGET	
FACILITY SUPPORT	$285,000.00
OPERATIONS	$506,166.00
ADMINISTRATION	$10,000.00
TOTAL	$942,440.00

5. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out program specific reports to the SUBRECIPIENT to be used for reimbursement. The CITY shall reimburse the SUBRECIPIENT only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the SUBRECIPIENT through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by SUBRECIPIENT shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures using the Draw Request function in the SUBRECIPIENT's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted, and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, SUBRECIPIENT shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

A. REIMBURSEMENT REQUESTS.
The SUBRECIPIENT shall submit monthly Draw Requests by completing a budget draw for the appropriate month's expenses in Neighborly. The SUBRECIPIENT shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

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Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the SUBRECIPIENT except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the SUBRECIPIENT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the SUBRECIPIENT for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The SUBRECIPIENT shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The SUBRECIPIENT agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

C. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this CONTRACT, the SUBRECIPIENT shall report program income monthly on invoices submitted to CITY. By way of further limitations, the SUBRECIPIENT may use such income during the CONTRACT period for activities permitted under this CONTRACT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the CONTRACT period.

D. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the SUBRECIPIENT shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Program Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. DOCUMENTATION FOR DRAW REQUESTS

All requests for reimbursement must include the following documentation as

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applicable:

i. Expense Detail Report
ii. Housing Assistance Detail *(if applicable)*
iii. Match Report *(if applicable)*
iv. Program Income Report *(if applicable)*
v. General Ledger

6. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

7. ASSIGNMENTS.
This CONTRACT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

8. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

9. AMENDMENTS.
The CITY and SUBRECIPIENT may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this CONTRACT. **All amendments to this CONTRACT must be requested in writing by the SUBRECIPIENT and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis**.

Requests for amendments to the budget must be submitted in writing using the approved AMENDMENT REQUEST FORM. SUBRECIPIENT understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The SUBRECIPIENT must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, SUBRECIPIENT understands that requesting more than two budget amendments may lead to an increased Risk Level.

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The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

10. ANTI-KICKBACK.
No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this CONTRACT shall have or acquire any interest in the CONTRACT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this CONTRACT.

11. TERMINATION.
Either party may terminate this CONTRACT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the SUBRECIPIENT for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the SUBRECIPIENT materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

    B. This CONTRACT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

12. INDEMNIFICATION.
The SUBRECIPIENT shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the consultant's negligence or willful misconduct under this CONTRACT, including attorneys' fees and litigation costs; provided that nothing herein shall require a consultant to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the consultant's

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agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the consultant, its agents or employees. The consultant specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by the consultant's own employees against the CITY and, solely for the purpose of this indemnification and defense, the consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and CONTRACT to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this CONTRACT.

13. INSURANCE.
During the term of the CONTRACT, the SUBRECIPIENT shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this CONTRACT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the SUBRECIPIENT's services to be provided under this CONTRACT;

    i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed.

E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SUBRECIPIENT or its insurer(s) to the CITY. As evidence of the insurance

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coverage(s) required by this CONTRACT, the SUBRECIPIENT shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for SUBRECIPIENT's services under this CONTRACT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. WORKERS' COMPENSATION.
The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

15. SPECIAL CONDITIONS.
The SUBRECIPIENT shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

The SUBRECIPIENT shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The SUBRECIPIENT shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The SUBRECIPIENT

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Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION.
The SUBRECIPIENT has provided its certification that it is in compliance with and shall not CONTRACT with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. SEVERABILITY.
In the event any provision of this CONTRACT should become invalid, the rest of the CONTRACT shall remain in full force and effect.

17. STANDARD OF PERFORMANCE.
The silence or omission in the CONTRACT regarding any detail required for the proper performance of the work, means that the SUBRECIPIENT shall perform the best general practice.

18. NONDISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this CONTRACT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The SUBRECIPIENT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SUBRECIPIENT.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The SUBRECIPIENT shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or(360)705-6741 to obtain a business registration. If the SUBRECIPIENT does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509)625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The SUBRECIPIENT shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The SUBRECIPIENT shall retain all financial records, supporting documents, statistical

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records, and all other records pertinent to this CONTRACT for a period of at least six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. CLIENT DATA.
The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

D. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the SUBRECIPIENT that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The SUBRECIPIENT shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the SUBRECIPIENT shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by CITY. Upon request, the SUBRECIPIENT shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify CITY within five (5) working days of any unauthorized use or disclosure of any

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confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. SUBRECIPIENT shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. SUBRECIPIENT certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

E. CLOSEOUTS.
The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over program funds, including program income.

F. AUDITS & INSPECTIONS.
The SUBRECIPIENT shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the SUBRECIPIENT to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The SUBRECIPIENT shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All SUBRECIPIENT records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the SUBRECIPIENT shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

G. The SUBRECIPIENT must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The SUBRECIPIENT that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the SUBRECIPIENT's most recent Audited

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Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The SUBRECIPIENT that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of SUBRECIPIENT's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The SUBRECIPIENT is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Failure of the SUBRECIPIENT to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of SUBRECIPIENT's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the CITY public records which are freely available upon request by anyone. In the event that the CITY gets a valid public records request for SUBRECIPIENT's materials or information, CITY will give SUBRECIPIENT notice and SUBRECIPIENT will be required to go to Court to get an injunction preventing the release of the requested records. In the event that SUBRECIPIENT does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
This CONTRACT shall be performed under the laws of the State of Washington. Any litigation to enforce this CONTRACT or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT
This CONTRACT constitutes the entire CONTRACT between the CITY and the SUBRECIPIENT for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this CONTRACT.
IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this

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CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

SUBRECIPIENT	**CITY OF SPOKANE**
SIGNATURE DATE	SIGNATURE DATE
TYPE OR PRINT NAME	TYPE OR PRINT NAME
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this CONTRACT:

- DEBARMENT & SUSPENSION FORM
- SCOPE OF WORK
- HMIS REQUIREMENTS

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____
Name of Subrecipient/Contractor/Consultant

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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SCOPE OF WORK

1. DESCRIPTION

Describe the Project and how the Project provides the Supportive Services checked in Section 13. Please provide examples of populations that you serve (e.g., adult singles, families with children, pregnant people, etc.).

AJ's Place, Shemeul's Space, and Amarah Lofts: these sites collectively provide 22 unit of permanent housing with services for eligible ERP individuals and couples. These units are critical to move individuals through the housing continuum and will include supportive housing services. These sites provide trauma informed care, community building, and stabilizing services to keep individuals housed.

1. HMIS PROJECT TYPE(S)

For descriptions of each Project Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 29 - 32).

☐ Permanent Housing – Rapid Rehousing (RRH)
☐ Permanent Housing – Permanent Supportive Housing (PSH)
☒ Permanent Housing – Permanent Housing with Services (PHS)
☐ Permanent Housing – Permanent Housing Only (PH)
☐ Transitional Housing (TH)
☐ Emergency Shelter: Night-by-Night (ES: NBN)
☐ Emergency Shelter: Entry/Exit (ES: EE)
☐ Street Outreach (SO)
☐ Supportive Services Only (SSO)
☐ Coordinated Entry (CE)

2. HMIS PROJECT NAME(S)

REV--PHS--Units--ROW

3. HOUSING TYPE

Housing Type is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Type is not applicable for SO, SSO, CE, and RRH. For descriptions of each Housing Type, please refer to the FY 2024 HMIS Data Standards Manual (pg. 32 - 33).

☐ Site-Based - Single Site
☒ Site-Based - Clustered/Multiple Sites
☐ Tenant-Based - Scattered Site

4. INVENTORY

Housing Inventory is only applicable for PSH, PH, PHS, TH, and ES Project Types Only. Housing Inventory is not applicable for SO, SSO, CE, and RRH.

Total Number of Units in Entire Project	22
Total Number of Beds in Entire Project	22

5. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles

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☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Referrals from ERP- funded housing facilities or households deemed eligible by BNL

6. SITE LOCATION(S)

AJ's Place
612 W Sharp Ave
Spokane, WA 99201

Shemuel's Space
2428 E Everett Ave
Spokane, WA 99207

Amarah's Lofts
818 W Maxwell Ave
Spokane, WA 99201

7. ADMINISTRATION LOCATION

Revive Counseling Spokane
901 N Monroe St, Ste 200
Spokane, WA 99201

8. SUBPOPULATIONS SERVED
Does the project serve any of the following exclusively:

☐ Severely Mentally Ill
☐ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☒ N/A

9. NUMBER SERVED

Total Number of Households Served	45
Total Number of Individuals Served	45

10. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR

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☐ YES ☒ NO

11. SUPPORTIVE SERVICES
Please select all of the Supportive Services that this project offers. For descriptions of each Supportive Service, please reference the CoC Interim Rule section § 578.53(e)(1) - § 578.53(e)(16).

☒ Assessment of Service Needs
☒ Assistance with Moving Costs
☒ Case Management
☐ Child Care
☐ Education Services
☒ Employment Assistance/Job Training
☐ Food
☒ Housing Search/Counseling Services
☐ Legal Services
☒ Life Skills Training
☒ Mental Health Services
☒ Outpatient Health Services
☐ Outreach Services
☒ Substance Abuse Treatment Services
☒ Transportation
☒ Utility Deposits

12. RENTAL ASSISTANCE
Does this project provide Rental Assistance? Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent (Short-Term: 0-3 months)
☐ Yes – Future Rent (Medium-Term: 4-11 months)
☐ Yes – Future Rent (Long-Term: 12+ months)
☒ No

13. STAFFING PLAN
Please list required staff roles and expectations. Please include # of FTE for each role specific to the whole project (not just for this grant).

Revive's Permanent Housing with Services Staffing Plan

Position	**Team Member**	**FTE**
ERP Director	Lacey Trottier	.5
Property Manager	Dawn Woolard	1
Housing Services Supervisor	Erin Murphy	.5

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SCOPE OF WORK

Housing Specialist		2
Housing Support Staff		6
HMIS Data Specialist	Vanessa Hoyt	.5
Security & Maintenance Director	Richard Hoffman	1
Accounting/Bookkeeping	Jennifer Olsen	.5
Total		**12**

ERP Director
The ERP Director is responsible for overseeing all operations, compliance, hiring, training, and staff monitoring, as well as ensuring achievement of project outcomes. The director is the primary authority for operational decision-making, policy implementation, and staff development. The Director ensures that all procedures align with Revive's standards and regulatory requirements.

Property Manager
The property manager is responsible for overseeing the day-to-day operations of housing facilities, ensuring units are properly maintained, and managing tenant occupancy. They coordinate move-ins and move-outs, address resident concerns, and ensure compliance with housing policies and regulations. Additionally, they support the stability and safety of residents by collaborating with service teams and maintaining accurate records.

Housing Services Supervisor
The Housing Services Supervisor leads housing specialists, coordinates intakes, assessments, care planning, and case management. The Housing Services Supervisor is the leader responsible for maintaining trauma-informed, culturally responsive, and restorative practices. The supervisor ensures service delivery is consistent with evidence-based interventions and oversees documentation and compliance.

Housing Specialist
Housing Specialists provide direct services, conduct housing assessments, develop person-centered care plans, and deliver case management. They facilitate landlord development, resource acquisition, and support participants in obtaining and maintaining permanent housing. Their responsibilities are detailed in Revive's service delivery manuals, which outline best practices for participant engagement and housing stability.

Housing Support Staff
Housing Support Staff deliver 24/7 coverage through day, swing, and night shifts, monitoring safety, health, and compliance of program participants. They provide support, crisis response, and de-escalation as needed.

HMIS Data Specialist
The HMIS Data Specialist manages all HMIS functions, including quality data entry, tracking, staff support for enrollments, coordinated entry assessments, and exits. The data specialist ensures compliance with city and state requirements and supports quarterly reporting needs.

Director of Security & Maintenance
The Director of Security and Maintenance is responsible for overseeing the safety and upkeep of all housing facilities, ensuring that security protocols are followed, camera systems are operations, maintenance requests are addressed promptly and that units meet inspection

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standards. This role includes conducting NSPIRE inspections, managing unit turns, and implementing facility management procedures. The director also leads the maintenance team to maintain a secure, healthy, and compliant environment for residents.

Accounting/Bookkeeping
Accounting/Bookkeeping staff ensure compliance with Revive's bookkeeping procedures and policies, prepare invoices, and manage financial documentation. Their responsibilities are referenced in Revive's financial management manuals, which provide guidance on fiscal compliance and reporting.

14. PERFORMANCE MEASURES.

Permanent Housing (non-RRH)		
Measure	Minimum Performance Standard	System Performance Target
Exits to or Retention of Permanent Housing	**At least 93%** of housed persons remain in project or exit to other permanent housing as of the end of the reporting period or at program exit.	**At least 95%** of housed persons remain in project or exit to other permanent housing as of the end of the reporting period or at program exit.
Employment Income and Growth - Stayers	**At least 50%** of persons entering project will gain or increase employment or non-employment cash income during the reporting period or at annual assessment.	**At least 55%** of persons entering project will gain or increase employment or non-employment cash income during the reporting period or at annual assessment.
Employment Income and Growth - Leavers	**At least 45%** of persons entering project will gain or increase employment or non-employment cash income at exit.	**At least 50%** of persons entering project will gain or increase employment or non-employment cash income at exit.
Annual Income Growth and/or Non-Cash Benefits	**At least 25%** of persons in project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.	**At least 30%** of persons in project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.
Returns to Homelessness	Project will have **no more than 5%** of adults who exited to permanent housing return to homelessness within two years of exit	Project will have **no more than 3%** of adults who exited to permanent housing return to homelessness within two years of exit
Average Rate of Utilization - Units	The average number of persons enrolled in project per night will represent **no less than 85%** of projects total bed inventory.	The average number of persons enrolled in project per night will represent **no less than 95%** of projects total bed inventory.
Average Rate of Utilization - Beds	The average number of persons enrolled in project	The average number of persons enrolled in project

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	per night will represent **no less than 85%** of projects total bed inventory.	per night will represent **no less than 95%** of projects total bed inventory.

15. ASSUMPTIONS & REQUIREMENTS.

A. PERFORMANCE DATA.
Data Performance standards are established by the Five-Year Strategic Plan to Prevent and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the GRANTEE and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

B. MEETING PARTICIPATION.
Minimum Performance will also include (depending on the contracted project) attendance at the Huddle/Hotspotters, Continuum of Care Subcommittees, and the HMIS Committee.

C. MONITORING.
The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this CONTRACT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this CONTRACT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, CONTRACT suspension or termination procedures will be initiated.

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as "comparable".

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project's bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/16/2025
		Clerk's File #	
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	ARIELLE 509-564-5278	**Requisition #**	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.		
Agenda Item Type	Report Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	APPROVAL OF NEW ROOTS VILLAGE OPERATOR		

Agenda Wording

Approval of New Roots Village Tiny Home Project operator from RFP and CHHS board vote from Human Services Committee Recommendation.

Summary (Background)

On August 20th, 2025, CHHS posted a Request for Proposals (RFP) to solicit applications for an Operator at the New Roots Village Tiny Home Project. There were two applicants, but only Compassionate Addiction Treatment (CAT) passed staff threshold review. Where CHHS did have at least four other interested applicants, only two submitted applications. On October 1, 2025, the CHHS Board voted to approve the Human Services Committee recommendation to support CAT as the Operator. Attached to this briefing paper is the excel worksheet provided by the Human Services Committee that rolls up their total scores in each category. Additionally, there are comments included in the worksheet and that have been communicated to CAT to ensure alignment with the recommendations made by the Committee. The property where New Roots will be located, is owned by Waters Meet and includes the land and the tiny home structures and is adjacent to Ascenda Sober Living, near both a railroad corridor and residential neighborhood in West Hills. This initiative leverages a mix of Opioid Settlement dollars and Encampment Resolution Program (ERP) funds to create a small-scale, services connected tiny home community focused on stabilization recovery. The project is designed to serve individuals who are on a pathway out of homelessness, particularly those who demonstrated engagement in stabilization services or exiting short-terms settings such as emergency shelters, transitional facilities, or treatment programs. Referrals will come through established providers already working with individuals who are temporarily housed and engaged in services-such as local emergency shelters, the Stabilization Center, and other qualified partners. New Roots will be a structured, services-oriented environment intended to provide short-term stability for participants transitioning from homelessness toward permanent housing, supported by strong case management and connection to

behavioral health, employment, and other housing stability related services.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head		**ACCOUNTING -**	
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

New Roots Village Tiny Homes Operator	**Request: $877,590 for November 1, 2025-December 31, 2026 ($975K available from Opiod Settlement & Encampment Resolution Fund)**										
RFP Section/Criteria	**Evidence**	**Max points**	**Avg of Total Points**	Karen	Diane	Flor	Wes	Maura	David	Barb	Waters Meet
	88%	**154**	**136**	132	144	140	110	143	129	147	141
Application Threshold Review (Completed by CHHS Staff)	Application includes all required documents:	**75**	**74**	70	75	75	70	75	75	75	75
	Complete Narrative Response	98%									
	Certification of 501c3 Status										
	Active Business License (or statement that you are able to obtain one if awarded)										
	Active UEI Number										
	Completed Risk Assessment										
	Debarment and Suspension Certification										
Research & Experience	Applicant demonstrated knowledge of successful tiny home housing projects in similar climate communities and identified best practices that they would adopt in Spokane to achieve required outcomes	**15**	**12**	11	14	14	10	13	10	15	12
	Applicant demonstrated experience of providing services and housing to unhoused populations using trauma informed best practices.	83%									
	Applicant demonstrated successful outcomes from current or previous housing/homeless services projects or successfully demonstrated ability to meet outcomes if not a current provider.										
Community Engagement & Communications	Applicant identifies commitment to good neighbor agreements, public health and safety measures, and an understanding of the importance of community building.	**20**	**17**	16	19	18	10	20	16	17	17
	Applicant demonstrated, via letters of support, ability to build and maintain critical partnerships with service and behavioral health providers, public safety agencies, neighborhood councils etc. (Please note that City of Spokane and Waters Meet Foundation employees cannot provide letters of recommendation/support for this funding round. Letters submitted from City & Waters Meet employees will not be considered.)	83%									
Policies & Procedures	Applicant provided clear policies/procedures regarding and implementing best practices for: i. Case Management ii. Employment Services iii. Referral Practices iv. Partnership Building	**20**	**15**	15	18	17	0	20	15	20	18
	Applicant provided clear internal policies and procedures related to expectations of employees and leadership.	77%									
	Applicant demonstrated willingness to work with City of Spokane and Waters Meet to revise and/or establish policies and procedures for the operations and management of the New Roots Village.										
Data Compliance & Financial Qualifications	Agency demonstrated clear internal fiscal controls and fund management practices.	**20**	**18**	20	18	16	20	15	13	20	19
	Agency provided proof of or demonstrated ability to comply with Consolidated Homeless Grant guidelines.	88%									
	Agency provided demonstration of ability to cover cost of the New Roots Village operation for up to 60 days pending City review and reimbursement.										
	Agency submitted a clear budget proposal, in accordance with CHG guidelines, that is within or under budget.										
	Agency provided examples of quality and timely data entry, a commitment to data quality and timeliness, and demonstrated shared understanding of the critical role data plays in evaluating program effectiveness.										

Scoring Criteria:

Total Points:	**150**
Excellent:	135-150 points
Good:	115-134 points
Fair:	100-114 points
Needs Improvement:	85-99 points
Poor:	75-84 points
Not Considered	0-74 points

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/17/2025

Date Rec'd	10/1/2025		
Clerk's File #	ORD C36768		
Cross Ref #	RES 2025-0085		
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN COLLEGE AVE		

Agenda Wording

Vacating a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St

Summary (Background)

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and franchised private utility companies. Some of the neighbors are opposed to the vacation.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** $9793.03	**#** 3200- 49199- 99999- 39510-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36768

An ordinance vacating a portion of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street;

WHEREAS, a petition for the vacation of a portion of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street has been filed with the City Clerk representing 66.92% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the portion of public right-of-way described below is hereby vacated. Parcel number not assigned.

ALL THAT ALLEY DESCRIBED BY STATUTORY WARRANTY DEED RECORDED IN AUGUST 30, 1978, UNDER AUDITOR'S FILE NO. 7808300107, BEING A PORTION OF LOTS 3, 4, AND 5, BLOCK 13, NETTLETON'S FIRST ADDITION TO SPOKANE FALLS RECORDED IN VOLUME A OF PLATS, PAGE 98 RECORDS OF SPOKANE COUNTY WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5;

THENCE NORTH 20°01'40" WEST, 18.3 FEET ALONG THE EAST LINE OF SAID LOT 5;

THENCE NORTH 41°55'20" WEST, 73.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS NORTH 48°04'40" EAST, 36.40 FEET, A CENTRAL ANGLE OF 131°48'33", (THE CHORD OF WHICH BEARS NORTH 23°58'57" EAST, 66.46 FEET), FOR AN ARC LENGTH OF 83.74 FEET;

THENCE NORTH 89°53'13" EAST, 75.47 FEET;

THENCE SOUTH 00°28’40” WEST, 16.00 FEET;

THENCE SOUTH 89°53’13” WEST, 75.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS SOUTH 00°06’47” EAST, 20.40 FEET, A CENTRAL ANGLE OF 131°48’33”, (THE CHORD OF WHICH BEARS SOUTH 23°58’57” WEST, 37.24 FEET), FOR AN ARC LENGTH OF 46.93 FEET;

THENCE SOUTH 41°55’20” EAST, 77.06 FEET;

THENCE SOUTH 20°01’40” EAST, 27.19 FEET TO THE SOUTH LINE OF

SAID BLOCK 13; THENCE SOUTH 89°53’13” WEST, 17.02 FEET TO THE

POINT OF BEGINNING. **CONTAINING**: 3,824 SQUARE FEET OF LAND,

MORE OR LESS.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities and Lumen to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

55 Lincoln Road, Suite 101
Spokane, WA 99208
509.467.1550

August 5, 2025

RE: ALLEY VACATION APPLICATION – NARRATIVE

We are proposing a partial vacation of an existing alley located south of W College Ave and North of W Bridge Ave in Spokane, Washington. The purpose of this vacation is to maximize the land use and support the area's future growth by creating additional housing opportunities which would be a benefit to the public and align with City's growth and planning goals. The alley is currently not in use, please see attached photos, and there will be no parcel of land denied access to the public right-of-way with the vacation of this alley.

The proposed vacation includes approximately 240 lineal feet of the western portion of the existing alley, extending from W Bridge Ave to the eastern property line of 2718 W Bridge Ave. The vacated right-of-way is intended to accommodate portions of the proposed residential lots, internal access roads, and pedestrian sidewalks. The affected properties, 2718 W Bridge Ave, 2725 W College Ave, and 2722 W Bridge Ave, each maintain right-of-way access from either W college Ave or W Bridge Ave. Additionally, the site improvements include internal access roads and a 22-ft wide access easement connecting the remaining eastern portion of the Alley to W College Ave, supporting efficient site circulation. As a result, the western portion of the existing alley is no longer required for public access or circulation.

There will be five parcels directly affected by the alley vacation. Among these parcels, two property owners are in favor of the alley vacation, and one is opposed. The two owners in favor are Good Neighbor Companies, LLC (parcels 25133.0517 and 25133.0508) and Grant Cashen (parcel 25133.0516). The owner against is Melodi Sue Wynne (parcels 25133.0503 and 25133.0504) and she has stated that she is not interested in an alley vacation and is against any development in the area. Although there are only three property owners directly affected by the alley vacation there are three additional parcels that are adjacent to the existing alley to the east, where it is not being proposed to be vacated: Becky Phillips (parcel 25133.0505) who is aware of the proposal and has no concerns, Steffan Wachholtz (parcel 25133.0506) who supports the vacation and has no concerns, and Andy Louie (parcel 25133.0507) who has provided no response to attempts at contact.

In addition to the alley vacation, the proposal includes rerouting the 10-inch and 12-inch existing sanitary sewer mains that currently cross private property to enter the alley. These existing sewer mains will be removed and rerouted along public right-of-way as needed for the vacation of the alley and for future site development.

Please see the attached alley vacation and utility exhibits for additional information.

SynTier Engineering, Inc.



Ross Anderson, P.E.
Project Manager

ALLEY EXHIBIT
CENTENNIAL RIDGE SUBDIVISION
CITY OF SPOKANE, WA

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

BLOCK 12

COLLEGE AVENUE

35'

25'

22.0' ACCESS & UTILITY EASEMENT

PROPOSED 22' ALLEY

SUMMIT BOULEVARD (VACATED)

40'

LOT 28 — 42.00' × 21.00'

LOT 27 — 57.33' × 21.42'

LOT 26 — 53.12' × 21.42'

LOT 25 — 48.91' × 21.42' / 44.70'

LOT 24 — 42.00' × 21.00'

LOT 23 — 42.00' × 21.00'

LOT 22 — 42.00' × 21.00'

LOT 21 — 42.00' × 21.00'

LOT 20 — 42.00' × 21.00'

LOT 19 — 42.00' × 21.00'

LOT 18 — 42.00' × 21.00'

LOT 1 — 50.01' × 21.00'

LOT 2 — 50.01' × 21.00'

LOT 3 — 50.01' × 21.00'

LOT 4 — 50.01' × 21.00'

LOT 5 — 50.01' × 21.00'

LOT 6 — 50.01' × 21.00'

LOT 7 — 50.01' × 21.00'

LOT 8 — 50.01' × 21.00'

LOT 9 — 40.01' × 21.00'

LOT 10 — 40.01' × 21.00'

LOT 11 — 40.01' × 21.00'

LOT 12 — 40.01' × 21.00'

LOT 13 — 48.01' × 21.00'

LOT 14 — 48.01' × 21.00'

LOT 15 — 48.01' × 21.00'

LOT 16 — 48.01' × 21.00'

LOT 17 — 48.01' × 21.00'

PREVIOUSLY VACATED ALLEY

16.0' ALLY

16' ALLEY TO REMAIN

PREVIOUSLY VACATED ALLEY

16' ALLEY TO BE VACATED

BLOCK 13

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

ADDRESS: 2707 W COLLEGE AVE
PARCEL: 25133.0507

ADDRESS: 2703 W COLLEGE AVE
PARCEL: 25133.0506

ADDRESS: 2718 W BRIDGE AVE
PARCEL: 25133.0503

ADDRESS: 2712 W BRIDGE AVE
PARCEL: 25133.0504

ADDRESS: 2708 W BRIDGE AVE
PARCEL: 25133.0505

NORTH LINDEKE STREET

BRIDGE AVENUE

0 20 40
SCALE: 1"= 40'

LEGEND:

- ALLEY TO BE VACATED
- ALLEY TO REMAIN
- PROPOSED 22' ALLEY

ZONING
RSF (RESIDENTIAL SINGLE-FAMILY)

JURISDICTION
CITY OF SPOKANE

SEWER PURVEYOR
SPOKANE COUNTY WASTE WATER DIVISION

POWER/GAS
AVISTA UTILITIES

WATER PURVEYOR
CITY OF SPOKANE WATER DEPARTMENT

TELEPHONE
LUMEN TECHNOLOGIES

SITE ADDRESS:
2725 W COLLEGE AVE, SPOKANE, WA 99201

FIRE DEPARTMENT:
SPOKANE FIRE DEPARTMENT STATION #4

SynTier Engineering, Inc.
55 Lincoln Road Suite 101 Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

DESIGNED:	RAA	CHECKED:	DATE: JANUARY, 2025
DRAWN:	CLM		

NO.	DATE	DESCRIPTION
REVISIONS		

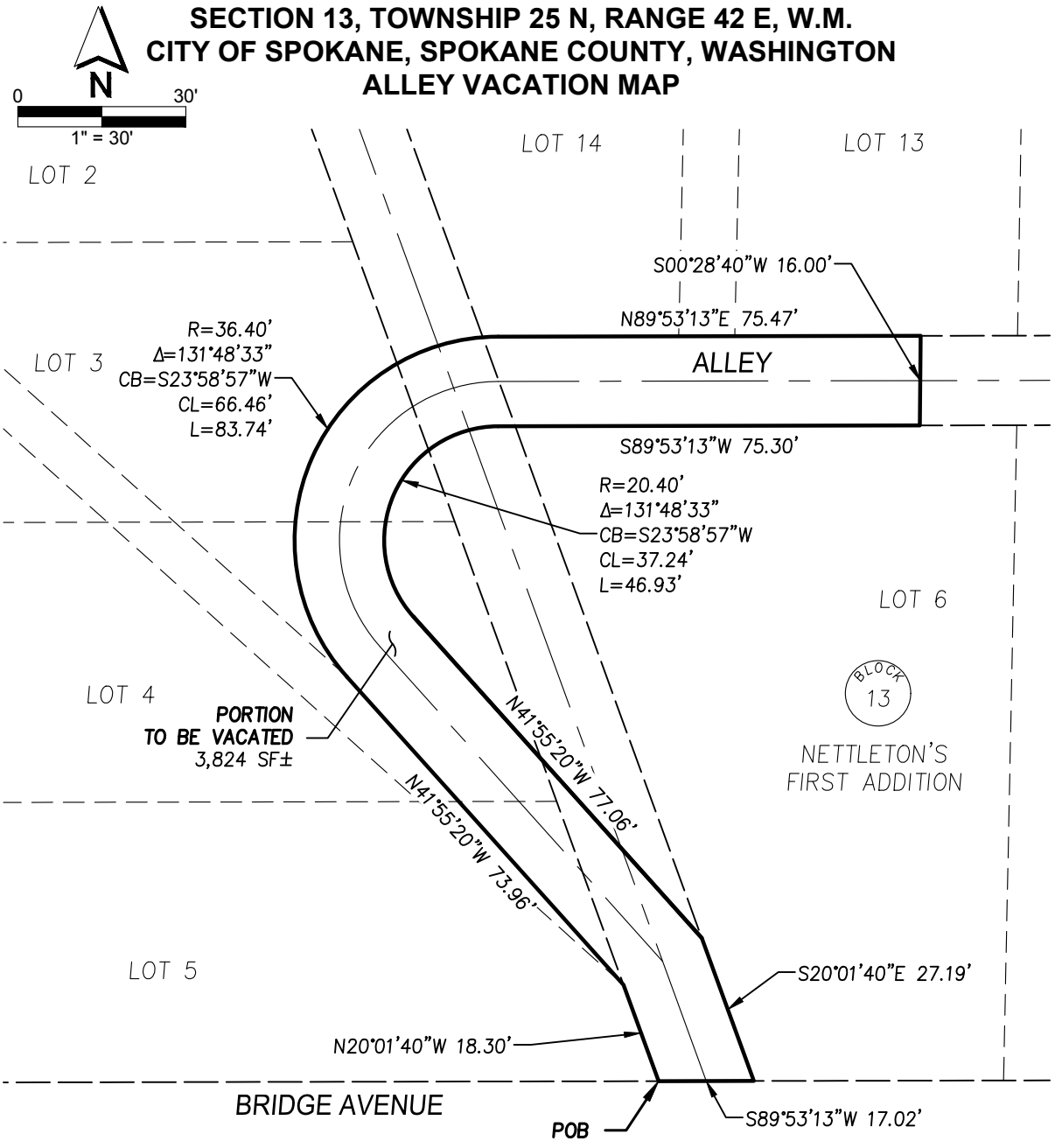
SHEET NO.
C1

JOB NO.
GNC-01

P:\GNC-01 (Centennial Ridge Subdivision)\GNC01-DWGS\Exhibits\ GNC01 - ALLEY EXHIBIT.dwg

EXHIBIT

SECTION 13, TOWNSHIP 25 N, RANGE 42 E, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
ALLEY VACATION MAP



THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY

DARREL WAYNE CARSTEN
STATE OF WASHINGTON
#5152
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/11/2025

SHEET 2 OF 2

P:\GNC-01 (CENTENNIAL RIDGE SUBDIVISION)\GNC01-SURVEY\GNC01-EXH.DWG

SYNTIER
Engineering, Inc.
55 E Lincoln Rd., Suite 101
Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
9/25/2025

LOCATION: A portion of the alley between College and Bridge, from Summit to Lindeke

PROPONENT: Good Neighbor Companies, LLC

PURPOSE: To consolidate property for future development

HEARING: November 17, 2025

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista has reviewed the proposed street vacation and notes that we maintain electric services throughout the alley and a 2" main gas line , thus access to pole and services is required.

Avista requests the following language be added as a condition of approval:

1. Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services and gas services located in vacated Linke-Bridge Alley. Easement shall be recorded and referenced on final Record of Survey.
2. 10' feet in width are required for our electrical services, centered on the line (5' feet on either side). 5' feet in width are required for our gas services, centered on the line (2.5' on either side).

COMCAST – We do have a cable plant on the Avista poles in that easement. As we always do if Avista changes something there we will change with them.

EXTENET – We have no assets in the area.

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – There looks to be lumen facilities within the vacate area. We will need an easement.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIPELINE – No comments

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT – Fire has no concerns. Requirements for fire access to the proposed new lots will be captured during plan review for the development.

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT - The alley that will remain will need to be 20’ wide per design standards.

Add alley returns rather than a driveway.

WASTEWATER MANAGEMENT - In answer to your questions below,

- Yes, we have a sewer pipeline existing in the RW that is being proposed for vacation. According to our legal department, in general providing an easement to replace this RW reduces our leverage in terms of maintaining access. In practice we have found this to be true. Therefore, we opposed this vacation unless the sewer is rerouted within a public ROW and the following condition are met.
- The new ROW is of sufficient width to accommodate maintenance for the depth of sewer (typically a minimum of twice the sewer depth but not less than 20 feet or 30 feet if water pipe is also in ROW).
- The rerouted sewer does not reduce the pipe capacity.
- Sewers must be designed to meet all City design standards, including pipe slopes.
- Existing sewer services to properties and buildings to remain must be maintained. Notably, the existing sewer service to parcel 25133.0503 @ 2718 W Bridge Ave. will likely need to be replaced /rerouted/reconnected according to the proposed layout provided. This is not addressed in their proposed layout.
- If the alley is vacated, all stormwater for that vacated portion must be properly managed and maintained on site.
- In the additional information (attached) provided that proposes rerouting public sewers, the color-coded map identifies the blue hatched as a new 22-ft alley, which would be public ROW, but also as an Access and Utility Easement that implies it's private property. This needs to be clarified as to which is being proposed. Also, our comments do not imply a review or acceptance of the proposed sewer rerouting.

WATER DEPARTMENT - RW Vacation Request for Comments
Requirements:

1. Kill water service at the main in Lindeke Street for 2711 W College.
2. Add a new service for 2718 W Bridge from the proposed water main in the proposed alley and kill the existing service at the main in Lindeke Street.

RECOMMENDATION: Engineering understands that some of the neighbors are against this vacation and we understand the concerns that these neighbors have. Engineering also believes that the petition meets the minimum requirements to take this petition to a hearing if Council chooses to.

1. An easement as requested by Lumen and Avista Utilities, shall be retained to protect existing and future utilities.

2. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and the must either be completed or bonded for.

   This closure work must include the following:

   1. The existing public sewer main running through the alley must be rerouted out of the RW vacation area. Additional RW may need to be dedicated.
   2. The existing water service for 2711 W College will need to be killed at the main and a new service added to the main in College.
   3. The existing water service for 2718 W Bridge that currently runs through the alley must be killed at the main in Lindeke. The property will then need to be reconnected to the new main to be installed in the newly dedicated alley.

3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $51,124.31 and is to be deposited to Budget Account #3200 49199 99999 39510. If a 22' north/south alley dedication is built as proposed, the City would give a credit for the newly dedicated RW and will use the same valuation for the dedicated land as defined by the latest information from the County Assessor's Office. The adjusted total in this case would be a cost of $9,793.03 for the vacated land

4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services

Eldon W. Brown

Rebecca & John Phillips
2708 W. Bridge Avenue
Spokane, WA, 99201
Philhawk79@gmail.com
August 25th, 2025

Dear Councilman Zappone, Councilwoman Klitzke, and fellow City Council Members,

My name is Rebecca Phillips and my husband John, and I are the owner (since 2020) and occupants (since 2011) of 2708 W. Bridge Avenue. I am writing this letter on behalf of us and the neighboring property owners of the 2700 block of west College and west Bridge Avenues in Spokane, Washington to object to the proposed alley vacation of the western part of the alley that runs between College and Bridge Avenues, and the creation of a 'new' alley running north to south from College Avenue to the existing east side of the alley.

In discussions amongst ourselves, we question the need for access to and from the site via the alley, considering there is ample frontage along College Avenue for two access points for the development using the existing, public, paved street. There is also access from Summit Boulevard at the northwest corner of the parcel at the College/Summit intersection.

While we understand and respect that each property owner has the right to do whatever the city codes allow them to do on their own property, we fear that vacating the alley and allowing traffic flow through the alley would encroach on the peace of the neighborhood and have a negative effect on it, especially on the physical and mental health of the occupants of the parcels on the 2700 block directly adjacent to the alley.

Collectively, we are concerned that the alley vacation would impose unnecessary stress on us and decrease our quality of life due to the additional access points and increased alley traffic from the proposed development of 2725 W. College Avenue. While we expect and prepare for increased traffic on our public roadways with the influx of new housing units, alley traffic at this level is not expected or usual in a quiet residential setting in the City of Spokane, and it would be extremely difficult for us to prepare our lots to minimize our exposure to this unhealthy, unwelcome, and unexpected alley use.

Studies have shown exposure to increased and constant motor vehicle traffic noise could cause non-auditory health effects, including cardiovascular disease, metabolic effects, sleep disturbances or cognitive impairments, inflammation and oxidative stress and age-related diseases*. It also increases stress levels and causes other physical and mental health issues in all citizens, especially the very young and the elderly citizens, due the increased exposure to vehicle exhaust and noise from engines and tire/surface friction. For citizens that have any of these pre-existing conditions, exacerbation of medical and mental health issues can have a real and definite effect on one's quality of life. Speaking specifically for myself and John, we already suffer from high blood pressure, congestive heart failure, and respiratory diseases and the consequences of increased, unnecessary, and chronic noise exposure at this proximity could be problematic and decrease our life expectancies.

We have known for quite some time that the lot was going to be developed and we appreciate that this will help address the need for housing in our area, but we also believed that we would have the alley as a buffer between the new development and our existing houses and that

buffer would help us preserve the quiet, modest life-style that we currently enjoy and have grown accustomed to, without having to worry about the excessive intrusion on our health.

Before you make your decision, we respectively implore you to visit the websites listed below read what medical professional and environmental experts have learned about the correlation between traffic and human health issues, and factor in the effects that this alley vacation will have on the health and quality of life for us existing residents, along with the negative impacts it will make now and in the future. Once it is done, it cannot be undone.

With Gratitude and Respect,

John & Rebecca Phillips, 2708 W Bridge Ave

Melodi Wynne, 2718 W Bridge Ave

Steffan Wachholtz, 2703 W College Ave

Andy & Cheryl Louie, 2707 W College Ave

Sites referenced:

*National Library of Medicine:
https://pmc.ncbi.nlm.hih.gov/articles/PMC1129

*Center for Occupational and Environmental Health:
https://coeh.ucdavis.edu/research/how-noise-pollution-quietly-affects-your-health

*Harvard Medicine:
Noise and Health | Harvard Medicine Magazine

*EPRA International Journal of Multidisciplinary Research—Peer Review Journal:
202411-01-018872

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/10/2025		**Date Rec'd**	9/10/2025
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK 6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE SLAMBDIN		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 619 S CEDAR ST		

Agenda Wording

Conditional Multifamily Tax Exemption contract with QUARTZITE VENTURES LLC, for the property located at 619 S Cedar St, to create 24 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Cedar Apartments application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 24 residential units on the property at 619 S Cedar St, within the Cliff Cannon neighborhood (District 2). The property is zoned RHD-70, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 8-year Affordable Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. The City collects annual reports for each property. For projects that finalized under the 8-year exemption there are no income and rent restrictions, though properties must report annually.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Anthony Bailey/ Quartzite Ventures LLC;	abeck@spokanecity.org
smacdonald@spokanecity.org	sgardner@spokanecity.org
eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2025-0745

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and QUARTZITE VENTURES LLC, as "Owner/Taxpayer" whose business address is PO Box 48470, Spokane, WA, 99228.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD ADD 2ND ADD N1/2 LTS 9 & 10 AND N1/2 OF W1/2 LT 8 BLK 61

Assessor's Parcel Number(s) 35193.5010, commonly known as 619 S Cedar St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a) The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **24** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy,

to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE	QUARTZITE VENTURES LLC
By: _____	_____
City Administrator, Alex Scott	Owner/Taxpayer
Attest:	Approved as to form:
_____	_____
City Clerk	City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/6/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY AND ECONOMIC	**Bid #**	
Contact Name/Phone	TYLER X6733	**Requisition #**	BT
Contact E-Mail	TKIMBRELL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SAFE STREETS FOR SPOKANE SUPPLEMENTAL PLANNING		

Agenda Wording

Contract request for Safe Streets for Spokane Supplemental Planning

Summary (Background)

The Safe Streets for Spokane Supplemental Planning will amend Chapter 3 Street Design Standards to include up to date best practices for choosing and implementing bicycle facilities on various roadway typologies. Included in this package will be a quick-build design guide for mobilizing budget and time friendly bicycle and pedestrian safety projects. Additionally, the project will update the City's Vision Zero Action Plan with the latest road safety data and any required updates to fulfill grant state and federal grant requirements.

What impacts would the proposal have on historically excluded communities?

The updated bikeway design standards, quick-build guide, and Vision Zero Safety Action Plan will ensure consistent design standards for all parts of the city that aim to protect vulnerable road users and create more mobility choice.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Vision Zero Action Plan will incorporate up to date traffic safety data categorized by vulnerable user types.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The State collects annual traffic safety data.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project supports the Transportation Element and Bicycle Master Plan of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 345,666 + $34,566 Administrative Reserve
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The Safe Streets and Roads for All supplemental grant funding was applied for and awarded in 2023. The grant was awarded to amend bikeway design standards and update the City's Vision Zero Action Plan with up-to-date data to assist in future grant applica

Amount		Budget Account
Expense	$ 345,666 + $34,566	# 3200-95170-42300-54201-86160
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	MACDONALD, STEVEN	ACCOUNTING -	BROWN, SKYLER
Division Director	MACDONALD, STEVEN	PURCHASING	NECHANICKY, JASON
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City Clerk's OPR 2025-0739

City of Spokane

CONSULTANT AGREEMENT

Title: SAFE STREETS FOR SPOKANE SUPPLEMENTAL PLANNING

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KITTELSON & ASSOCIATES, INC.**, whose address is 202 East Spokane Falls Boulevard, Suite 303, Spokane, Washington 99202 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide **Safe Streets for Spokane Supplemental Planning Services**; and*

WHEREAS, the Consultant was selected from RFQu 6342-25, issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 20, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Scope of Work/Response to RFQu which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **THREE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED SIXTY-SIX AND NO/100 DOLLARS ($345,666.00)**, plus tax if applicable and in accordance with the Project Budget Form in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane, Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon*

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.
The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.
During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. General Liability on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" under the Firm's Commercial General Liability and Automobile Liability Insurance specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.
The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.
A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

KITTELSON & ASSOCIATES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Scope of Work/Response to RFQu

25-205a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

KITTELSON & ASSOCIATES
202 East Spokane Falls Boulevard, Suite 303
Spokane, WA 99202
P 800.878.5230

Scope of Work

September 22, 2025 **Project# 31924**

Introduction

The City has recently adopted several active transportation initiatives to support people walking, biking, and rolling within the City including a Vision Zero resolution, Safety Action Plan, Bicycle Master Plan, Pedestrian Master Plan, and a Bicycle Priority Network. Kittelson and Associates, Inc. (Kittelson) will deliver to the City of Spokane (City) an update to the City's Chapter 3 Design Standards incorporating best management practices for Bicycle Facilities (Bikeway Update), updates to the City's Standard Plans, a Quick Build Guide, and an updated Comprehensive Safety Action Plan (Vision Zero Plan) to support these efforts in compliance with the Safe Streets 4 All Supplemental Planning grant from USDOT.

Subconsultants supporting Kittelson include:

- Coffman Engineers
- SPVV Landscape Architects

Key assumptions include:

- The City will provide electronic files of existing City documentation relevant to existing bike standards. This may include existing design standards, design memoranda, CAD files, draft Quick Build guidance, and other supportive materials.
- It is assumed meetings will be virtual and average 90 minutes in length, unless otherwise noted. Local Spokane staff will always be available to meet in person.
- The City will coordinate meeting locations for any in person meetings with the TAC or Focus Groups.
- Draft documents will be submitted two weeks prior to review meetings.
- The City will coordinate internal reviews and provide one set of consolidated, non-conflicting comments on draft deliverables.
- The City will lead public outreach efforts and the City Council adoption process. Kittelson will provide PowerPoint presentations and supporting graphics as noted in the tasks below.
- Six final deliverables will include:
  - Bikeway Update which will consist of an update to the Chapter 3.0 Streets, Alleys, Bikeways and Sidewalks Design Standards as a distinct section within the existing document. A separate Executive Summary will also be provided to summarize and describe changes and for use as an educational tool.
  - Quick Build Guide which will be a separate document.
  - Standard Plans for select bicycle facilities.
  - Memo summarizing recommended changes to other planning documents.
  - Vision Zero Plan with a Progress Reporting Template.
- All documents will be delivered electronically.

The table below provides an overview of the key deliverables for each project phase. The remaining sections outline the details of each project task.

Task	Key Deliverables
Task 1 Project Management	▪ Conduct Project Kick-off Meeting ▪ Prepare for and participate in monthly check in calls with City Project Manager ▪ Prepare for and participate in monthly check-in calls with Project Management Team ▪ Develop and monitor project schedule ▪ Prepare monthly invoices and progress reports
Task 2 Stakeholder Meetings	**Technical Advisory Committee (7 Meetings)** at the following project milestones: 1) Kick-off meeting 2) Table of contents for the Bikeway Update, Quick Build Guide, and Vision Zero Plan 3) Draft Crash/High Injury Memo 4) Preliminary Draft Bikeway Update and Quick Build Guide 5) Draft Bikeway Update and Quick Build Guide 6) Vision Zero Plan Project List, Countermeasures, and 7) Preliminary Draft Vision Zero Plan **Community Partners Work Sessions (2 Meetings)** at the following milestones: 1) Draft Crash/High Injury Network Memo 2) Draft Bikeway Update **Standard Plans Team (3 Meetings)** at the following milestones: 1) Review list of Standard Plans 2) 60% draft plans 3) 90% draft plans **Transportation Commission and Bicycle Advisory Board Presentations** – Attend 4 presentations – Provide supporting graphics in support of city led efforts **Comment response log**
Task 3 Research	▪ Data Needs Summary ▪ Draft and Final Document/Code Review Gap Analysis ▪ Draft Vision Zero Plan Crash Analysis/High Injury Network Memo ▪ Draft Vision Zero Preliminary Countermeasures and Strategies Memo
Task 4 Develop Annotated Outlines	▪ Draft Table of Contents for Bikeway Update ▪ Draft Table of Contents for Quick Build Guide ▪ Draft Table of Contents for Vision Zero Plan ▪ Draft and Final Annotated Outline Bikeway Update ▪ Draft and Final Annotated Outline/Sample Chapter Quick Build Guide ▪ Draft and Final Annotated Outline/Sample Chapter for Vision Zero Plan
Task 5 Bikeway Update and Quick Build Guide	▪ Preliminary Draft Quick Build Guide ▪ Draft Quick Build Guide ▪ Final Quick Build Guide
	▪ Preliminary Draft Bikeway Update and Executive Summary ▪ Draft Bikeway Update and Executive Summary ▪ Final Bikeway Update and Executive Summary
	▪ Preliminary Draft, Draft and Final Memo: Plan Update Recommendations
Standard Drawing Review and Updates	▪ 60% draft standard plans ▪ 90% draft standard plans ▪ Final standard plans
Task 6 Safety Action Plan Update	▪ Project List/Cost Estimates for top 10 priorities ▪ Draft and Final Progress Reporting Summary Template ▪ Preliminary Draft Vision Zero Plan ▪ Draft Vision Zero Plan ▪ Final Vision Zero Plan
Data Transfer	▪ Provide the final files

Bikeway Update, Quick Build Guide, Standard Plan, and Vision Zero Plan

Bikeway Update

The Bikeway Update will include a comprehensive update to the City of Spokane Design Standards, Chapter 3.7-1 Bike Facilities, as well as appropriate sections and cross references within Chapter 3.0 Streets, Alleys, Bikeways, and Sidewalks. It will be developed to be inserted into the existing City Design Standards. A four-to-six-page Executive Summary will also be developed as part of this step that summarizes the City Design Standard updates, purpose, importance, and key recommendations. Anticipated updates include the following:

- Guidance on bicyclist operating speeds, minimum bicycle design vehicle (width and length), and bicyclist operating space.
- Adding references to WSDOT Level of Traffic Stress (LTS) methodology.
- Updating references to the most recent AASHTO and NACTO guides.
- Guidance on bikeway facility selection – buffered lanes, striped bike lane, PBLs, shared lanes, contra-flow, use of hardening, one-way vs. two-way, side paths, etc. to enhance existing Figure 23, FHWA Bikeway Guide Speed/Volume figure.
- Adding tables and exhibits with bikeway dimensions for various facility types and intersection treatments.
- Updating the bike facility types and dimension table.
- Expanding the greenway discussion and providing typical treatments, including guidance on intersection control of side streets and traffic calming along greenway.
- Guidance on the use of bike signals, including separated signal phasing for bicycles, diagonal crossings, and leading bicycle intervals.
- Guidance on bikeway signing and striping including when to use bike boxes, green markings, two-stage bicycle turn boxes, protected intersection layouts, diagonal crossings, and advanced bicycle stop bars, etc.
- Guidance on bikeways with bus stops (floating islands, raised bike lanes, shared, etc.) and required spacing for channelized bike lanes behind bus stop.
- Revisions to Section 3.6-1 Access Management to address the need to minimize access conflicts across bikeways.
- Variance process for changing bikeway standard.
- Guidance for temporary traffic control for bikeways during construction.
- Guidance on bikeway signage and wayfinding based on facility type.
- Guidance for shared-use streets.

A separate 5 to 10 page memo will be provided that outlines recommendations for future updates to relevant planning documents for alignment with the Bikeway Update.

Quick Build Guide

Guidance for Quick Build bicycle facilities will be included as a separate document using the City draft guidance as a starting point. It will include guidance for selecting facility type, quick build materials, and construction and maintenance of facilities.

Standard Plans

Based on the Bikeway Update, up to 20 standard plans will be developed and are expected to include the following:

1) Shared-use pathway section
2) Speed hump and speed cushion for local street - hump design, signs, markings (see Denver Bicycle Design Guide BDS 4-3 for example)
3) Speed table - concrete table design, signs, markings
4) Buffered bike lane with precast curb – typical spacing of curbs and delineators, curb placement within the buffer, and striping widths
5) Protected intersections for bicycles
6) Pedestrian Hybrid Beacons with bicycle-specific accommodations
7) Diagonal bicycle crossings at signalized intersections
8) Update to existing bike lane standard plans
9) Placement and dimensions of green bike box and bike lane markings at intersections, driveways
10) Diagonal Diverter
11) Update the traffic circle standard plan – how to specify size based on intersection footprint
12) PHB with the Tacoma style design
13) Transition ramp for bikes from street to curb level (with the new linear tactile strip being piloted on Fish Lake Trail at Sunset/Government Way)
14) Pushbutton placement for bike lanes with loop detection.
15) Placement of planters when used to buffer bike lanes.
16) Painted bump outs –how they should fit around crosswalks and required vertical delineation.
17) Bicycle wayfinding – sign design and placement
18) Neighborhood Greenway signage – show setup for a typical block

Vision Zero Plan

The Vision Zero Plan will update the 2023 existing plan and consolidate key safety elements from adopted City planning documents. In addition to an updated safety analysis and project list. It will also align with the Washington Department of Transportation (WSDOT) Highway Safety Improvement Program (HSIP) for eligibility with the City Safety Program funding. The Vision Zero Plan is anticipated to support the 2028 funding cycle. The crash analysis will use data from 2020 through 2025 (assuming it is available).

Tasks

Task 1: Project Management

The purpose of this task is to prepare for and attend project check-in/coordination meetings with City and conduct project management activities.

Upon approval of the Contract by the City, Kittelson will prepare for and hold an in person 2 hour kick-off meeting with the City Staff to:

- Define project success and key elements of the Bikeway Update, Quick Build Guide, and Vision Zero Plan
- Obtain available data and published materials.
- Establish communication protocols.
- Establish file sharing approach and file management structure
- Agree on project schedule with key milestones identified.
- Identify members for the Project Management Team (PMT) and Technical Advisory Committee (TAC)

Kittelson will lead monthly:

- 30-minute check-in calls with the City Project Manager to discuss progress, deadlines, questions, risks, and solutions to protect the schedule and budget.
- 60-minute hybrid meetings with PMT

Agendas and action item summaries will be distributed via email for the above meetings.

Kittelson will prepare a detailed project schedule showing project tasks, milestones, and review periods. The schedule will be revisited monthly for the duration of the contract and updated as needed.

Kittelson will prepare monthly invoices and progress reports to facilitate grant reporting.

Deliverables

- Kick Off Meeting agenda, attendance/facilitation, and summary
- Monthly check in meetings with City Project Manager (12)
- Agendas and summaries for monthly check ins with PMT (12)
- Project milestone schedule and updates
- Monthly invoices/progress report (12)

Task 2: Stakeholder Meetings

Kittelson will prepare draft and final agendas, presentations, and meeting summaries in support of the following meetings. Presentations will contain draft content for discussion. Kittelson will prepare and maintain comment/response logs to track changes throughout the development of the documents.

Technical Advisory Committee (8 meetings)

Potential members should include representatives from:

- Integrated Capital Management Department
- Street Department
- Engineering Services Department)

- Development Services Department
- Planning
- STA
- SRTC
- WSDOT
- Bicycle Advisory Board or Transportation Commission Representatives
- Spokane County
- Spokane Regional Health District
- Police and Fire Department

Meetings will occur at the following milestones.

1) Kick-off meeting
2) Table of contents for the Bikeway Update, Quick Build Guide, and Vision Zero Plan
3) Draft Crash/High Injury Memo
4) Preliminary Draft Bikeway Update and Quick Build Guide
5) Draft Bikeway Update and Quick Build Guide)
6) Vision Zero Plan Project List, Countermeasures, and Strategies
7) Preliminary Draft Vision Zero Plan

Community Partners Work Sessions (2 meetings)
Community Partners will include practitioners who regularly apply design criteria, conduct safety reviews, or oversee road safety audits, as well as community members who use the facilities and advocate for safer streets and public health. These may be small group meetings or one-on-ones. Potential Partner meetings may be with:

- Avista
- Spokane Parks and Recreation
- Design professionals, developers, contractors in private industry
- Cascade and Spokane bicycle clubs
- Reimagine Spokane

Meetings will occur at the following milestones:

3) Draft Crash/High Injury Network Memo
4) Draft Bikeway Update

Standard Plans Team Work Sessions (3 meetings)
The standard plans team will be a highly technical group focused on the review of construction ready standard plans. Meetings occur to review list of plans to include and at 60%, and 90% draft plans.

- Integrated Capital Management Department
- Street Department
- Engineering Services Department - Design
- Engineering Services Department - Construction
- Wastewater Department
- Development Services Department
- Planning
- Fire Department

Transportation Commission and Bicycle Advisory Board Presentations (4 meetings)

Kittelson will attend four (4) presentations (2 to each group) in support of the planning efforts with the Transportation Commission and Bicycle Advisory Board. As part of this effort, Kittelson will prepare a PowerPoint presentation. Assumes attendance will be 2 hours per presentation.

Deliverables

- Draft and final TAC agendas and PowerPoint presentations (7)
- Attendance at TAC meetings (7)
- Draft and final TAC meeting summaries (7)
- Attendance at Community Partners Work Session (2)
- Attendance at Standard Plans Team Work Sessions (3)
- PowerPoint Presentation and attendance at the Transportation Commission and Bicycle Advisory Board (4)
- Comment/response logs

Task 3: Research

Kittelson proposes three parts to the research task.

Data/Document Gathering and Review. We will prepare a document/data needs summary identifying what data Kittelson currently has and what is needed from the City. Expected data and documents for review include:

- City of Spokane Municipal Code
- City of Spokane Zoning Code
- City of Spokane Comprehensive Plan Update
- City of Spokane Design Standards
- WSDOT Design Manual
- NACTO manuals
- AASHTO manuals
- FHWA manuals
- STA Design Standards
- Bicycle Master Plan
- Downtown Plan
- Street Maintenance and Operations Plans, including staffing and budgets
- City Comprehensive Safety Action Plan
- SRTC Regional Safety Action Plan (Kittelson already has the data and GIS layers)
- Spokane Regional Transportation Council's Horizon 2045 Metropolitan Transportation Plan
- WSDOT Strategic Highway Safety Plan
- Traffic Calming Studies
- 2024/2025 crash data
- Capital Improvement Plans/safety projects completed in 2024/2025

Once the data is compiled, we will review the existing data, plans, policies, standards, and design guidance and synthesis key findings into a summary matrix, one for the Bikeway Update and one for the Vision Zero Plan. The matrices will identify inconsistencies between documents, areas of alignment, existing gaps in information, and recommendations for changes such as new standards,

graphics, policies, and administration. Additionally for the Bikeway Update, we will note where references will need to be updated throughout the City of Spokane Design Standards and Zoning Code to reflect the new Bikeway Update.

Vision Zero Plan Analysis. As part of this task, Kittelson will analyze the previous five years of available fatal and serious injury crash data and identify crash factors present. This analysis will identify socio-economic, roadway, and human factor characteristics that correlate with fatal and serious injury crashes for each mode and look at both spot location and systemic crashes. The analysis will also include descriptive analysis identifying trends, location characteristics, and contributing factors that most commonly occur in the crash data. These findings will be summarized using charts, maps, and infographics. Using an agreed upon methodology with the PMT and TAC, a High Injury Network (HIN) will be developed (one for each mode) for spot location and systemic treatments.

Kittelson will also work with the TAC and PMT to identify initial countermeasures and strategies, to address crashes on the HIN. This effort will focus on the Safety System approach, proven countermeasures, including those identified by FHWA, WSDOT, NHTSA, as well as those that have been found to be effective in other research at addressing the types of crashes on the HIN. It will emphasize low-cost/high-impact countermeasures that can be deployed systemically throughout the region. It will also consider planned projects and existing programs and processes.

Two draft memos will be prepared, one for the crash analysis and one for the strategies. These memos will be finalized in Phase 2.

Deliverables

- Data Needs Summary
- Draft & Final Document/Code Review Gap Analysis
- Draft Vision Zero Draft Crash/High Injury Network Memo
- Draft Vision Zero Plan Preliminary Countermeasures/Strategy Memo

Task 4: Develop Annotated Outlines

Kittelson will prepare annotated outlines using a three step process to create a "roadmap" for how the Bikeway Update, Quick Build Guide, and Vision Zero Plan will be developed.

1. **Table of Contents:** An outline of the primary sections for the Bikeway Update within the City of Spokane Design Standards, highlighting new information to be integrated. Feedback on the Table of Contents will be incorporated into the Annotated Outline.
2. **Annotated Outline:** Based comments received on the table of contents, an annotated outline will be developed demonstrating the information to be addressed in each section and what will and will not be included.

- For the Bikeway Update, key design elements will be identified such as: Protected Bike Lanes, Contra-Flow Bike Lanes, Intersection Designs, Bikeway-Transit Stop Integration, Neighborhood Greenway/Bicycle Boulevard Intersection Design and Mid-Block Treatments, Trail/Shared Use Path Crossings, and bicycle parking in public ROW. It will include sections on specifications and construction considerations.
- A draft outline will also be prepared for the Quick Build Guide that identifies quick build treatments based on facility type, and operations and maintenance considerations.

- For the Vision Zero Plan, it will include chapter and section headings aligned with SS4A and HSIP guidelines including vision and goals, data analysis methodology, High Injury Networks, emphasis areas, countermeasures, prioritization, performance measures, and implementation.

3. **Sample Chapter:** A sample chapter will be developed with example layouts illustrating the format, text style, colors, exhibits (e.g., figures, tables), headers, footers, and margins for the Quick Build Guide and Vision Zero Plan (the Bikeway Guide and Standard Plans will match existing format). The sample chapter will be submitted with the Draft Annotated Outline.

Deliverables

- Draft Table of Contents for Bikeway Update
- Draft Table of Contents for Quick Build Guide
- Draft Table of Contents for Vision Zero Plan
- Draft & Final Bikeway Update Annotated Outline
- Draft and Final Quick Build Guide Annotated Outline/Sample Chapter
- Draft and Final Vision Zero Plan Annotated Outline/Sample Chapter

Task 5: Bikeway Update, Quick Build Guide, Standard Plans

The Bikeway Update, Quick Build Guide, and Plan Update Memo will be grouped into three phases for review: (Interim content will be developed and presented via PowerPoint to TAC, Community Partners, and Standard Plans Teams for review throughout the process).

1. **Preliminary Draft.** One round of revisions will be addressed and resubmitted for review.
2. **Draft.** Two rounds of revisions will be addressed before finalizing.
3. **Final**. We will address final comments and submit the final version in a Microsoft Word document and Adobe PDF, including a web version.

Standard Plan Updates. Kittelson will produce up to 20 combined standard plan updates, renderings, or similar graphics at 60%, 90%, and final plans. One set of revisions will be made at the 60% and 90% submittals.

Data Transfer: All supporting data, GIS, Excel, CAD, Word, and PDF files will be transferred to the City.

Deliverables

- Preliminary Draft Bikeway Update and Executive Summary
- Draft Bikeway Update, and Executive Summary
- Final Bikeway Update and Executive Summary
- Preliminary Draft Quick Build Guide
- Draft Quick Build Guide
- Final Quick Build Guide
- Draft and Final Memo: Recommendations for Plan Updates
- 30% standard plans
- 60% standard plans
- 90% standard plans
- Final standard plans

Task 6: Vision Zero Plan Update

Updates to the existing Vision Zero Plan will include:

- Addition of newly adopted plans, policies and guidelines since last plan.
- Updated crash analysis and High Injury Network.
- Project selection and prioritization methodology.
- Countermeasure selection using the FHWA Crash Modification Factors Clearinghouse and addition of new countermeasures informed by local feasibility and maintenance practices.
- Required components for SS4A grant compliance.
- Required components for WSDOT's Highway Safety Improvement Program compliance.
- Progress evaluation based on metrics in existing plan, and a format for a 1-2 page summary that City staff can update annually.
- Cost estimates for ten (10) highest priority projects.

Deliverables

- Draft Project List
- Cost estimates for 10 highest priority projects
- Draft and Final Progress Reporting Summary Template
- Preliminary Draft
- Draft Vision Zero Plan
- Final Vision Zero Plan
- Data Transfer

Project Budget Form

Project Name: City of Spokane
Project Manager: Wende Wilber
KAI Project Number: 31924
Date: Sep 17, 2025

LABOR ESTIMATE - City of Spokane

Task	Notes	Staff	Steyn, Hermanus	Wilber, Wende	Semler, Conor	Knudsen, Julia	Ulrich, Mike	Davies, Anthony	Bennett, Cameron	Scott, Wade	Rhyne, Steve	Marks, Jennifer	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			HJS											
001	**Project Management**													
	Kick off Meeting with City PM - 1 hour			1		1	1	1	1	1			6	$1,276
	Milestone Schedule with Updates			2			1						3	$826
	Monthly Meetings with City PM (12 - 30 hour meetings)			6			6						12	$3,073
	Monthly PMT Meetings (12 - 1 hour meetings)			12	6	6	12	6	4	4			50	$11,756
	Meeting agendas, summaries (24)			6					12	12			30	$5,428
	Monthly Invoicing (12)			6									6	$1,884
	Reimbursable Expense													$0
	Task #001 - Subtotal		0	33	6	7	20	7	17	17	0	0	107	$24,243
002	**Stakeholder Meetings**													
	Draft and Final TAC Agendas/Presentations 7)			7	4	4	4		16	16			51	$9,877
	TAC Meetings (7)			7	4	4	7	4	4	4			34	$7,719
	TAC Meeting summaries (7)						2		4	4			10	$1,577
	Community Partner Work Session (2)			4			4			6			14	$2,864
	Standard Plans Team Meetings (3)		2	6				12	12				32	$6,802
	Draft and Final PowerPoint Presentation for City Outreach			1						2			3	$586
	Presentation Support (Attend 4 - 2 hours each)			8				8					16	$4,097
	Comment Response Logs			2			2		4	4			12	$2,205
	Reimbursable Expense													$0
	Task #002 - Subtotal		2	35	8	8	19	24	40	36	0	0	172	$35,727
003	**Research**													
	Data and Document Gathering								2	2			4	$591
	Data Needs Summary								1	1			2	$295
	Draft and Final Document/Code Review Gap Analysis			1			1		8	8			18	$2,875
	Safety Analysis						8			32	24		64	$10,704
	Draft Crash and High Injury Network Memo			2			6			30	12		50	$8,278
	Draft Strategy Memo			2			8			16			26	$4,386
	Reimbursable Expense													$0
	Task #003 - Subtotal		0	5	0	0	23	0	11	89	36	0	164	$27,129
004	**Outlines**													
	Draft Bikeway Update Table of Contents			1	2	4			6				13	$2,891
	Draft Quick Build Table of Contents			1	1	2			6				10	$2,081
	Draft Vision Zero Table of Contents			1			2			3			6	$1,118
	Draft Bikeway Update Annotated Outline		2	1	2	6		2	8				21	$4,775
	Draft Quick Build Annotated Outline/Sample Chapter			1	2	6		1	8			4	22	$4,597
	Draft Vision Zero Annotated Outline/Sample Chapter			1			4			8		4	17	$2,842
	Final Bikeway Update Annotated Outline			1		2		1	4				8	$1,690
	Final Quick Build Annotated Outline/Sample Chapter			1		2			4			2	9	$1,816
	Final Vision Zero Annotated Outline/Sample Chapter			1			1			2		2	6	$1,108
	Reimbursable Expense													$0
	Task #004 - Subtotal		2	9	7	22	7	4	36	13	0	12	112	$22,919
005	**Bikeway Update and Quick Build Guide**													
	Preliminary Draft Bikeway Update & Executive Summary		1	6	16	40		24	40		6	16	149	$32,243
	Draft Bikeway Update & Executive Summary		2	4	12	32		12	32		6	8	108	$23,738
	Final Bikeway Update & Executive Summary		1	1	4	16		4	24		6	6	62	$12,815
	Preliminary Draft Quick Build Guide			6	12	24		8	40		2	8	100	$21,265
	Draft Quick Build Guide			4	8	16		12	28		2	6	76	$15,950
	Final Quick Build Guide			1	2	8		2	10		2	4	29	$6,052
	60% Standard Plans (20)		4		2	16		36	80				138	$26,003
	90% Standard Plans (20)		4		2	8		24	40				78	$15,088
	Final Standard Plans (20)		2			8		12	20			16	58	$10,949
	Preliminary Draft and Draft Plan Updates Recommendations Memo			4					16		4	4	28	$5,251
	Final Plan Update Recommendations Memo			2					6		2	2	12	$2,307
	Data Transfer								1		1		2	$358
	Reimbursable Expense													$0
	Task #005 - Subtotal		14	28	58	168	0	134	337	0	31	70	840	$172,020
006	**Vision Zero Plan**													
	Project List / Cost estimates			1			8	12		16	8		45	$8,039
	Draft and Final Progress Reporting Template			1			8			8		4	21	$3,634
	Preliminary Draft Vision Zero Plan			4			12	6		32	16	16	86	$14,945
	Draft Vision Zero Plan			2			8	2		24	12	12	60	$10,201
	Final Vision Zero Plan			2			4	1		8	4	6	25	$4,474
	Data Transfer									1	1		2	$335
	Reimbursable Expense													$0
	Task #006 - Subtotal		0	10	0	0	40	21	0	89	41	38	239	$41,627
	TOTAL HOURS		18	120	79	205	109	190	441	244	108	120		
	LABOR RATE		$314.07	$314.07	$270.11	$270.11	$198.05	$198.05	$159.44	$135.87	$198.81	$162.16	**TOTAL HOURS**	**TOTAL LABOR**
	LABOR COST		$5,653	$37,688	$21,339	$55,373	$21,587	$37,630	$70,313	$33,152	$21,471	$19,459	**1,634**	**$323,666**

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES
$0

TOTAL KAI FEES
$323,666

TOTAL SUB FEES
$22,000

TOTAL PROJECT BUDGET
$345,666

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR QUALIFICATIONS

RFQu NUMBER: 6342-25 **RFQu TITLE: Safe Streets for Spokane Supplemental Planning** **RFQu COORDINATOR: Connie Wahl, City of Spokane Purchasing Department** **PRE-PROPOSAL CONFERENCE: N/A** **QUESTION DEADLINE: MONDAY, MAY 26, 2025 TIME: 1:00 P.M.**	**PROPOSAL DUE DATE: MONDAY, JUNE 2, 2025 TIME: 1:00 P.M.** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

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1. GENERAL INFORMATION

1.1 NO PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is not anticipated for this RFQu.

1.2 COMMUNICATION

All communication between the Proposer and the City of Spokane (hereinafter "City") shall be with the Request for Qualifications Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.3 BACKGROUND AND PURPOSE

The City, through its Planning and Economic Development Department is initiating this Request for Qualifications (hereinafter "RFQu") to solicit Proposals from Firms to provide expertise in the development of a Best Management Practices and Design Standards manual for bicycle facilities. The City has recently adopted several significant active transportation initiatives to support people walking, biking, and rolling within the City including a Vision Zero resolution, Safety Action Plan, Bicycle Master Plan, Pedestrian Master Plan, and a Bicycle Priority Network. The Best Management Practices and Design Standards will support these planning efforts by providing strategies for implementation, design standards, standard plans, and development regulation and policy recommendations.

Funded by the Safe Streets 4 All supplemental grant program, the Best Management Practices and Design Standards' outcome should be to assist in the goal of reducing fatal and serious injuries on Spokane's roadways by planning for an all ages and abilities transportation network. It will utilize current national, state, and local standards as a starting point for developing bikeway design standards and plans that are customized to Spokane's needs.

1.4 MINIMUM QUALIFICATIONS

The Proposer must have five (5) years of experience in transportation planning and engineering.

Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

1.5 CONTRACT PERIOD

Any contract resulting from this RFQu will be until December 31, 2026. A contract extension is not anticipated, but contract may be extended upon mutual agreement due to unforeseen circumstances.

1.6 ADDENDA

It is the responsibility of Proposers to check the City's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question deadline	5/26/2025 – 1:00 p.m.
Proposals due	6/2/2025 – 1:00 p.m.
Evaluation, Negotiation, and Award	June-July, 2025
Begin contract work	Q3, 2025

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFQu include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

Firm – Consultant, Individual, Joint Venture, Team, or Company including Sub-consultants.

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQu) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY

The full scope of services is to be negotiated, and some responsibilities of the Proposer may be shifted in whole or in part to the City to address budget constraints, best utilize the Proposer's resources, and maintain overall project effectiveness. The final scope of work, including deliverables for each subsequent task will be developed in Task 1 following project kick-off meetings. Meetings may be attended virtually or in-person. The City is looking for a qualified Firm to develop *Active Transportation Best Management Practices and Design Standards* as part of the Safe Streets 4 All Supplemental Planning grant from USDOT. This includes developing a City specific Bikeways Design Manual, updating the City's Comprehensive Safety Action Plan, and creating a strategy and implementation plan for constructing bicycle infrastructure.

The *City of Spokane Bikeway Design Manual* will create design standards and standard plans for local adoption and use by City staff and contractors in the planning, design and construction of projects identified through the Six Year Comprehensive Street Program, Comprehensive Plan, Regional Transportation Plans, and other bicycle infrastructure design efforts. This document will include locally adopted standards for Protected Bike Lanes, Intersection Designs, Bikeway-Transit Stop Integration, Neighborhood Greenway/Bicycle Boulevard Intersection Design and Mid-Block Treatments, Trail/Shared Use Path Crossings, and more as necessary. Additionally, the bikeway design manual should include strategies for constructing and maintaining the recommended bicycle facility types.

The *Comprehensive Safety Action Plan Update* includes necessary updates to the comprehensive safety action plan such as additional safety analysis and expanded data collection and evaluation using integrated data, follow-up stakeholder engagement and collaboration, updating plan components required from an action plan, and consolidation of key safety and equity elements in various plans including the City of Spokane's Comprehensive Plan, Bike Master Plan, Downtown Plan, and regional

plans such as the Spokane Regional Transportation Council's Horizon 2045 Metropolitan Transportation Plan. The Comprehensive Safety Action Plan update should include a *Strategy and Implementation Plan* that will create process for prioritizing projects for future implementation based on targeted assessments of safety, connectivity, and health equity conditions.

The project will be broken into three phases including a scoping phase, a bikeway design manual development phase, and the comprehensive safety action plan update phase.

2.2 SCOPE OF SERVICES

Phases, Tasks, Deliverables	Description
Phase 1: Scoping	Q3 2025
Task 1: Project Management	• Define the scope • Host a virtual kickoff meeting and subsequent meetings with the project management team (PMT) • Provide meeting agendas and summaries • Monthly progress reports • Fulfill any federal requirements stemming from the Safe Streets 4 All USDOT grant including requirements for the Comprehensive Safety Action Plan
Task 1: Deliverables	• Finalized scope • Meeting agendas and materials • Monthly progress reports • Meeting Summaries
Task 2: Stakeholder meetings	• Host technical advisory committee (TAC) meetings to define goals and outcomes of the project • Attend and present to Transportation Commission
Task 2: Deliverables	• Meeting materials for technical advisory committee including an agenda, presentations, and summaries • Meeting materials for Transportation Commission meeting including presentations and summaries
Task 3: Research	• Review as necessary existing plans, policies, standards, development recommendations and design guidance • Meet with City staff and other stakeholders as necessary to confirm processes and identify City templates and standards for deliverables • Gather necessary data to update the comprehensive safety action plan
Task 3 Deliverables	• Document and summaries of review material including findings

Task 4: Develop framework	• Identify key design elements and goals for the Bikeways Design Manual ○ This should include consideration of construction and maintenance • Identify necessary updates to the comprehensive safety action plan to make future grant applications more competitive and to fulfill the USDOT requirements for a Comprehensive Safety Action plan ○ Including a process for project area phasing
Task 4 Deliverables	• Draft and final bicycle facility design elements and goals, including facility types • Annotated outline of the Spokane Bikeway Design Manual • Annotated outline of the Comprehensive Safety Action Plan including the Strategy and Implementation plan
Phase 2: Bikeway Design Manual Development	Q3/Q4 2025
Task 5: Phase 2 Project Management	• Project management team meetings • Monthly progress reports
Task 5 Deliverables	• Meeting materials including agendas and summaries • Monthly progress reports
Task 6: Stakeholder Meetings	• Host technical advisory committee meetings to review deliverables • Attend and present to Transportation Commission
Task 6 Deliverables	• Presentation materials • Meeting agendas and summaries
Task 7: Draft and Final Bikeway Design Manual	• Develop policy and procedural guidance for bikeway design • Develop standard plans and typical marking standards • Revision recommendations to other City of Spokane design standards, policies, regulations, and plans
Task 7 Deliverables	• Draft and final Bikeway Design Manual • Draft review and revisions with PMT, TAC and Transportation Commission • All original files associated with the deliverable including CAD, Word, Excel, PDF, GIS, etc.
Phase 3: Comprehensive Safety Action Plan Update	Q1/Q2 2026

Task 8: Phase 2 Project Management	• Project management team meetings • Monthly progress reports
Task 8 Deliverables	• Meeting materials including agendas and summaries • Monthly progress reports
Task 9: Stakeholder Meetings	• Host technical advisory committee meetings to review deliverables • Attend and present to Transportation Commission
Task 9 Deliverables	• Presentation materials • Meeting agendas and summaries
Task 10: Draft and Final Comprehensive Safety Action Plan	• Update any key metrics, formatting, and narrative • Ensure compliance with the USDOT's requirements for a Comprehensive Safety Action Plan • Include project area phasing and scoring for bikeway projects
Task 10 Deliverables	• Draft and final Comprehensive Safety Action Plan • Draft review and revisions with PMT, TAC and Transportation Commission • All original files associated with the deliverable including CAD, Word, Excel, PDF, GIS, etc.

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal. Proposals shall be **maximum of ten (10) single sided pages** including cover sheet and letter of submittal. Resumes and Certification Regarding Debarment and Lobbying Form are not included in page limit. Proposals shall be prepared with the most favorable terms that can be proposed. There is not a "best and final offer" procedure.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications identified in Paragraph 1.4 “Minimum Qualifications”.

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City’s requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Explain and provide documentation of how Firm meets the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm’s ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. **Do not include City staff as references.** The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party’s name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City's online procurement system portal: https://spokane.procureware.com by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Proposals will be evaluated including overall completeness, quality of content, and ability to follow instructions demonstrating attention to detail as part of the Technical and Management categories. Point scores are preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 50% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	 50 Points (Maximum) 50 Points (Maximum)	100 points
MANAGEMENT PROPOSAL - 50% Firm and Staff Experience/Qualifications/Capabilities/ Project Team/Allocation of Resources	 100 Points (Maximum)	100 points
GRAND TOTAL FOR WRITTEN PROPOSAL		**200 POINTS**

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQu does not obligate the City to award a contract. **Any contract awarded as a result of this procurement is contingent upon the availability of funding.**

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. GRANT REQUIREMENTS

This project may be funded by federal and state grant monies. Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work.

6. RFQu ATTACHMENTS

Attached to this RFQu and incorporated herein by reference are the following background documents:

Attachment 1 – Terms and Conditions

Attachment 2 – Certification Regarding Debarment and Lobbying Form

KITTELSON & ASSOCIATES



1. Letter of Submittal

June 2, 2025

City of Spokane
Purchasing & Contracts
915 N. Nelson Street
Spokane, Washington 99202

RE: Safe Streets for Spokane Supplemental Planning

Dear Connie Wahl and Evaluation Committee:

Congratulations on becoming a silver-level Bicycle Friendly Community!

Kittelson & Associates, Inc. (Kittelson) been applying research to transform how practitioners plan, design, and operate transportation facilities for more than 40 years. We have over 400 professionals in 27 offices across the United States, including our Spokane office. We have teamed with Coffman Engineers, Inc. (Coffman) and SPVV Landscape Architects (SPVV) to bring a local perspective backed by national expertise for this City of Spokane (City) transformative initiative. We will deliver a state of the art Active Transportation Best Management Practices and Design Standards, Bikeway Design Manual, and Comprehensive Safety Plan Update.

1.A. Principal Place of Business. This project will be managed by Wende Wilber, PTP, Senior Principal Planner, from our Spokane office. Wende is an authorized representative with the authority to represent Kittelson in contractual matters.

Kittelson
202 East Spokane Falls Boulevard, Suite 303, Spokane WA 99202
Wende Wilber, PTP, Senior Principal Planner
E. wwilber@kittelson.com
P. 509-508-0939

Coffman
221 N. Wall Street, Suite 500, Spokane, WA,99201
Carston Mortenson, PE. Principal
E. carston.mortenson@coffman.com
P. 509-328-2994

SPVV Landscape Architects
1908 W. Northwest Boulevard, Suite A, Spokane, WA 99205
Ken Van Voorhis, PLA, Principal in Charge
E. kvan@spvv.com
P. 509-325-0511

1.B. Legal Status & Location of Work. Kittelson, Coffman, and SPVV are legal corporations and will manage this work from our Spokane offices.

1.C. Previous City Employees. There are no current or former employees employed by Kittelson and our subconsultants, or any of the firm's governing boards as of the date of the Proposal or during the previous 12 months.

1.D. Minimum Qualifications. Kittelson and the proposed subconsultants are all licensed to do business in Washington and exceed the minimum qualifications for the services requested. Kittelson has provided transportation research, planning, and design services for 40 years, Coffman has been in business for 46 years, and SPVV for 30 years.

1.E. Acknowledge of Terms & Conditions. Kittelson has reviewed the Terms & Conditions and reserves the right to negotiate.

Our team is excited to adapt national best practices to our hometown's local context and provide you with practical, implementable design criteria guidance and solutions to improve safety for all users. Thank you for your time and consideration of our proposal.

Sincerely,
Kittelson & Associates, Inc.

Wende Wilber, PTP
Senior Principal Planner

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2. Technical Proposal

Why Kittelson? Team Benefits

Commitment to our home town. Our core team all live, work, and play in Spokane and as professionals we implement the design criteria on a daily basis. You will have local accountability, expertise, and boots on the ground for enhanced responsive and availability for impromptu meetings.

Efficiencies. We have already analyzed crash data for the City (2023) and have a GIS framework built out. We can update the information and focus our time digging deeper into the crashes to identify implementable solutions.

National Expertise. Our local team is supported by a network of National Experts that are a Microsoft Teams message away for guidance. Kittelson has developed 100+ manuals and guidebooks, including the Manual on Uniform Traffic Control Devices, 11th Edition (MUTCD), NACTO Urban Bikeway Design, and 48 Safety Action Plans, including the Spokane Regional Transportation Council (SRTC) Regional Safety Action Plan.

Bike Nerds. *Our staff field test our ideas!* Cameron (Kittelson) has biked 80+ miles of Spokane's network and McKenna (Kittelson) used cycling as her primary transportation mode while studying at Gonzaga. They are working on the West Central Infrastructure and Division Street Transit-Oriented Development projects.

A truly multi-disciplinary team. We are more than just bicycle/pedestrian experts. We specialize in research, planning, and design for all modes and take a systemic approach to transportation improvements.

Tailored Manual Development

The Federal Highway Administration (FHWA), National Cooperative Highway Research Program (NCHRP), National Association of City Transportation Officials (NACTO) and other organizations at the forefront of transportation projects have several guidebooks and documents —but it can be a confusing world to navigate, especially when many of the guidebooks appear to cover very similar topics. **How do you know which one to pull off the shelf and adapt to your local conditions?**

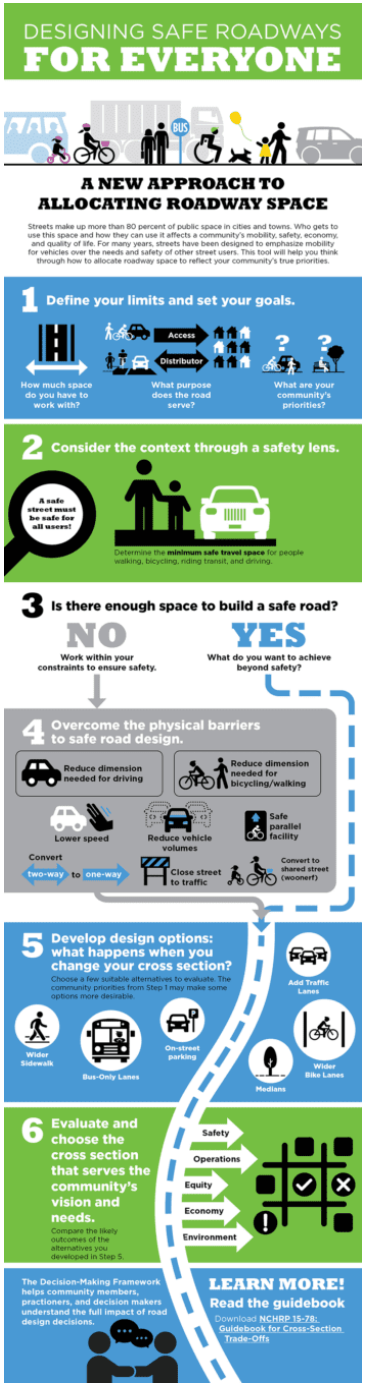
The **Kittelson team** is at the forefront of helping agencies tailor research to practical solutions that work in each unique community. Kittelson is supported by:

- **Coffman (Spokane-based)** brings a strong background with the City's, Spokane Transit Authority's (STA), and Washington State DOT's (WSDOT) design standards, including stormwater and utility design.
- **SPVV (Spokane-based)** brings local knowledge in developing streetscape recommendations.

Together we will deliver a Best Management Practices and Design Standards Manual For Bicycle Facilities (Bikeway Manual) and an updated Comprehensive Safety Action Plan (Safety Action Plan) that translates proven strategies into tools Spokane can use to make measurable safety improvements. These documents will be grounded in local context, policies, and infrastructure realities. They will provide actionable guidance with a clear framework for design consistency, safety improvements, and project prioritization to support near- and long-term investments.

We transform technical information into stunning, readable deliverables including infographics, websites, mailers, and 3D visualizations to help educate community partners and agencies.





With visualizations and infographs, Kittelson can convey concepts and methods for all people to understand. (Left: Rendering of Cycle Track / Right: NCHRP 1036: Roadway Cross-Section Reallocation: A Guide excerpt.

2.A Understanding, Approach & Methodology

This is an exciting time for the City to build on the momentum gained to improve safety and mobility for all users. Some exciting activities include:

- Receiving a $9.6M Safe Streets and Roads for All (SS4A) implementation grant for bicycle and pedestrian safety improvements.
- Implementing Safe Streets infrastructure with Mayor Brown signing an executive order to establish pedestrian and bicycle safety as top priorities for transportation investments.
- Establishing a new Transportation Commission
- Passing the "Janet Mann – Safe Streets Now" resolution to improve traffic calming, implement Safe Streets infrastructure, improve bicycle and pedestrian infrastructure, and implement adaptive design projects.
- Completing the accelerated Mobility Playbook (September 2024) which recommends accelerating implementation of the Bicycle Priority Network, safety improvements, and streamlining project delivery.

Progress Made. The City set a goal to add 27 miles of new bike lanes by 2027, as part of an "Urban Mobility Network" plan. This plan aims to create a safe and connected system of bike routes, including low-stress pathways. Using adaptive design or "quick builds" the network is starting to be developed. This includes the Chestnut-Elm Greenway Phase 1, scheduled for 2025 construction (Kittelson is designing this project). The first contraflow bike lane improved connectivity of the Centennial Trail along Post Street and new bike racks were installed in response to community requests. The purchase of dedicated sweeper and snowplow equipment helps to keep bike lanes clear.

Work to do. Spokane continues facing serious safety challenges. In 2024, 36% of fatal crashes involved a vulnerable road user, highlighting the need to address systemic safety risks through infrastructure, design, and policy. This project is an opportunity to bring clarity, consistency, and coordination to the City's active transportation network and reduce preventable tragedies. It allows the City to address emerging issues such as e-bike and micromobility design, new traffic control strategies like "No Turn on Red," public education, and sustainable funding and maintenance. Education is essential to improving outcomes, and we see an opportunity to align with the Spokane Regional Transportation Council (SRTC) SS4A supplemental planning grant and support their region-wide transportation safety campaign.

Implementation Focused. We combine national expertise in bike facility design and safety planning with a deep understanding of Spokane's infrastructure, policies, and community vision. Our team turns plans into practical, safety-focused design standards, offering clear, tailored guidance to bring Spokane's vision to life with community support.

Approach/Methodology for Successful Project Management & Delivery

Our cost-effective approach to developing the Bikeway Design Manual and updating the Safety Action Plan will be an iterative process where the City, elected officials, stakeholders, and the community will be engaged to provide feedback, give input, and guide decisions.

Through our three-phased approach we will set a good foundation early with a table of contents, potential white papers to dive into more nuanced topics, and an annotated outline to verify we are on the same page before investing resources into chapter development. Our approach to chapter reviews optimizes staff time and allows us to make course corrections early.

We understand virtual meetings are efficient, but also know that in-person meetings can be beneficial for strategic work sessions and problem solving. Our staff is always available to meet in person with technical experts attending virtually.



Building upon the guidance in the Oregon DOT Blueprint for Urban Design (led by Kittelson), Kittelson developed concepts for bicycle lanes along Main Street in Medford, OR

2.B Work Plan, Subconsultants & Schedule

Work Plan

We propose convening targeted groups for each phase, providing the flexibility to engage the right expertise at the right time. We will prepare agendas, presentations, and summaries with action items for all meetings. This work plan will consist of:

- **Project Management Team (PMT).** The City's Project Manager will establish the PMT to help guide the overall project development and will meet throughout all phases.
- **Technical Advisory Committee (TAC).** The TAC will provide guidance and input on deliverables. Kittelson will provide materials for review one week in advance of the meetings to streamline discussions (all meetings will be virtual or hybrid, averaging 2 hours). Representatives from City Integrated Capital Management, Traffic Engineering, Public Works (Streets and Maintenance), Planning, STA, SRTC, Parks and Recreation, WSDOT, and Bicycle Advisory Committee may participate.
- **Partner Meetings.** We will convene focused discussions with agencies, technical staff, and community members. These will be one-on-ones or small group meetings as needed. This includes practitioners who regularly apply design criteria, conduct safety reviews, or oversee road safety audits, and community members who use the facilities and advocate for safer streets. We could meet with the Police and Fire Department, Spokane Regional Health District, Avista, Public Works (Stormwater), designers, developers, contractors, Cascade and Spokane bicycle clubs, and Reimagine Spokane.
- **City Commission/Committee Presentations.** Our team has experience working with elected and appointed leaders to communicate the benefits and impacts of design strategies. We will remain flexible to support City briefings with the Transportation Commission, Bicycle Advisory Group, Planning Commission, and the Comprehensive Plan Update team.

PHASE 1: SCOPING

Task 1: Project Management

Objective: Proactively communicate to collaborate, solve problems, minimize risk, and make your jobs easier.

Upon Notice to Proceed (NTP), Wende Wilber, PTP, will schedule a meeting with the City's project manager to discuss initial revisions to the scope/work plan. The initial meeting will identify participants for the TAC and Partner meetings and confirm outreach efforts.

We will develop a draft scope and work plan that reflects the revised approach and has a detailed schedule of deliverables, review periods, meetings, stakeholder outreach, and SS4A grant reporting requirements. During this meeting, we will identify task leads and have an estimated budget by task.

We will schedule a meeting with the PMT to review the scope/work plan and solicit feedback before finalizing. This meeting will find tune the approach based on project expectations and goals, potential challenges and opportunities, and coordination and communication flow. The final scope and fee proposal will be delivered to the City's project manager accompanied by an online interactive document (Smartsheet) that will be accessible to all team members including City staff and the PMT to help us all proactively track project commitments.

Along with as-needed virtual check-ins, we will lead monthly (on average) hybrid meetings with the PMT to discuss progress, deadlines, questions, risks, and solutions to protect the schedule and budget. Agendas and supporting material will be provided at least one week prior to each meeting. Action item summaries will be prepared and distributed within five working days of each meeting. We will include a project progress report that meets the SS4A grant reporting requirements with our monthly invoicing.

Deliverables:

- Draft & Final Scope/Work Plan
- Monthly Meeting Agendas, Presentations & Summaries for PMT Meetings
- Monthly Progress Reports

Task 2: Stakeholder Meetings

Objective: Engage with diverse stakeholders during scoping to understand the design, planning, and policy practices currently in place and how they need to evolve.

Proposed Meetings:

PMT
- Kick-off Scoping
- Monthly to Review Key Deliverables

TAC
- Project Introduction/Review Draft Best Practices
- Review Framework Plan Table of Contents for the Bikeway Design Manual & Safety Action Plan Update
- Draft Bikeway Design Manual Framework Plan
- Draft Safety Action Plan Framework Plan

PRESENTATIONS
- Introduce project and solicit feedback from the Transportation Commission and other entities to PMT

Task 3: Research

Objectives: Understand the state of best management practices, confirm processes and standards, and identify effective approaches that support goals for a safe bicycle network.

This step aims to identify what should be carried forward, existing gaps, data needs, and recommendations for the Bikeway Design Manual and Safety Action Plan. For the Bikeway Design Manual, this may include new criteria, recommendations to relocate or consolidate guidance from multiple locations, ideas for public friendly graphics, suggestions for policy and administrative changes, and updates to the overall design process. We will align the Safety Action Plan with SS4A grant requirements, changing federal guidance, and completed and planned projects. We will conduct a comprehensive review using a shared online document to "crosswalk" information (one for each document). Identifying how elements in one system relate to those in another, this "crosswalk" will inform the Framework task.

We will review existing plans, policies, standards, development recommendations and design guidance to include relevant sections of:

- City of Spokane Municipal Code
- City of Spokane Zoning Code
- City of Spokane Design Standards (with a focus on Chapter 3)
- WSDOT Design Manual
- STA Design Standards

For the research effort, we will identify national and peer city best practices that are most applicable to Spokane's context and recommend how they should be adopted, adapted, or integrated. This work will form the foundation of the best management practices included in the Bikeway Design Manual, ensuring it is not only comprehensive but also actionable and aligned with implementation needs.

We will also coordinate with the Comprehensive Plan Update team, to align with the Bikeway Design Manual and Safety Action Plan, in particular the Transportation Element. For the Safety Action Plan update, we have reviewed and summarized most of these documents for the SRTC Regional Safety Action Plan. We will do a quick tune up of our previous work to include:

- Bicycle Master Plan
- Street Maintenance and Operations Plans, including staffing and budgets
- Comprehensive Safety Action Plan
- SRTC Regional Safety Action Plan (Led by Kittelson)
- WSDOT Strategic Highway Safety Plan
- Traffic Calming Studies

Based on our research, we will prepare a data needs summary identifying what data we have and what is needed. It is expected that we will need 2024/2025 crash data *(we have it through 2023)* and GIS files that have been updated since 2024 for the Safety Action Plan. We will present the key findings to the PMT during our monthly meetings and the TAC.

Deliverables:

- Draft & Final "Crosswalk" Matrices
- Data Needs Summary
- Draft & Final Best Management Practices



Kittelson staff are active cyclists, several who are bicycle commuters. (Image: Cameron Bennett bicycling through Spokane.)

Task 4: Develop Framework

Objective: Define template, content, and standards to create a roadmap for delivery.

We propose the following steps to prepare frameworks for the Bikeway Design Manual and Safety Action Plan update:

Table of Contents: We will establish a framework to organize content based on the findings from the research task and PMT and TAC input. This will include an outline of primary sections/chapters, and highlight new information (e.g., emerging technologies) to be integrated.

Annotated Outline: Based on the table of contents, we will develop an annotated outline demonstrating the information to be addressed in each chapter and section and what will and will not be included. This creates a "roadmap" for how the Bikeway Design Manual and Safety Action Plan will be developed and allows the team to achieve consensus on information and make decisions prior to production.

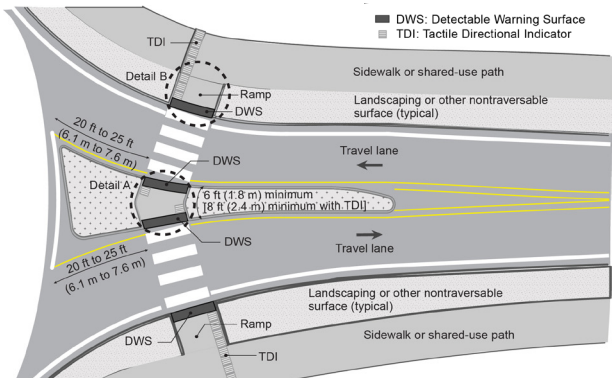
For the Bikeway Design Manual, we will identify key design elements such as: Protected Bike Lanes, Contra-Flow Bike Lanes, Intersection Designs, Bikeway-Transit Stop Integration, Neighborhood Greenway/Bicycle Boulevard Intersection Design and Mid-Block Treatments, Trail/Shared Use Path Crossings, and bicycle parking. It will include sections on specifications, construction considerations, and operations and maintenance. Also, it will be important to also address quick build versus permanent installations.

For the Safety Action Plan update, the annotated outline will include chapter and section headings aligned with SS4A guidelines. This will cover the plan's vision and goals, data analysis methodology, High Injury Networks, emphasis areas, and equity considerations. It will also outline the framework for strategy development, prioritization, performance measures, and implementation planning.

Developing Sample Chapter: We understand the documents should be user friendly and easy to implement. For the Annotated Outline, we will set up a sample chapter with sample layouts illustrating the format, text style, colors, exhibits (e.g., figures, tables), headers, footers, and margins.

Deliverables:

- Draft Outline for Bikeway Design Manual & Safety Action Plan
- Draft & Final Bikeway Design Manual Framework Plan
- Safety Action Plan Draft & Final Framework Plan



Intersection crosswalk figure from NCHRP Research Report 1043: Guide for Roundabouts (Led by Kittelson)

PHASE 2: BIKEWAY DESIGN MANUAL

Our manual and guidebook development project success stems from:

- Testing the delivery of recommended concepts, case studies, and graphics early in the draft development process.
- Integrating work from several researchers into a singular and consistent whole.
- Developing and confirming logistical procedures (e.g., formatting, schedule, comment integration, document delivery, and version control) early.
- Developing the guidebook for print and digital.

Task 5: Project Management

Objective: Getting the project to the finish line on schedule and on budget.

We will carry forward project management tasks from Phase 1 including monthly PMT meetings and invoicing. Using the annotated outline as the framework, we will work with the PMT to group chapters and supporting materials into bundles to provide smaller, more reasonable deliverables (volume/size) for review. The objective is to accept each chapter as a final draft deliverable, with only minor modifications when the chapters are combined into the final draft manual.

We will implement a two step QA/QC protocol for delivering the Bikeway Design Manual.

1. **Quality Control Reviews:** The Technical Advisors will conduct independent quality control reviews of draft chapters.
2. **Editorial Review:** As chapters are finalized, we include an editorial review to verify consistency with naming, text, tone, grammar, and other elements before submitting to the City. *We want reviewers to focus on content, not typos.* Finally, we will develop a document comment and response log to track all input on the Bikeway Design Manual.

Deliverables:

- Monthly Meeting Agendas, Presentations, and Summaries for PMT Meetings
- Monthly Progress Reports
- Comment/Response Logs

Task 6: Stakeholder Meetings

Proposed Meetings:

PMT
- Monthly to Review Key Deliverables

TAC
- 2 to Review Draft Chapters
- Draft Bikeway Design Manual Review

PARTNERS
- 3 Meetings to Provide Technical Input on Draft Chapters

PRESENTATIONS
- Draft Bikeway Design Manual to Transportation Commission and Other Entities Coordinated with PMT



Kittelson engaged people while completing the SRTC Regional Safety Action Plan to empower people to shape their communities.

Task 7: Draft and Final Bikeway Design Manual

Objective: Prepare the final manual for submittal and publication by the City.

Draft Chapters: We will develop a draft chapter bundles and provide them for review and comment by City Project Manager, PMT, and TAC. The review period will typically be two to four weeks for these draft chapter bundles, so coordinating these items within an overall schedule is important to meeting the schedule.

Collaborative Work Session: After the City's and PMT's review, we will facilitate work sessions with the PMT, TAC, and Partners to review the comments and make changes within each Draft Chapter.

Revised Draft Chapters: We will address the comments, track in a comment log, and submit updated draft bundles to the City Project Manager and PMT for review and comment. In some cases, they will be need recirculating to the !TAC and/or Partner members.

Draft Manual: All of the chapters will be consolidated into a draft manual and redistributed for review.

Final Manual: We will address final comments and submit the final version of the Bikeway Design Manual in a Microsoft Word document and Adobe PDF, including a web version.

Deliverables:
- Draft Chapters
- Revised Draft Chapters
- Draft/Final Bikeway Design Manual
- All Supporting Data, GIS, Excel, CAD, Word, and PDF files will be transferred to the City

PHASE 3: COMPREHENSIVE SAFETY ACTION PLAN UPDATE

Task 8: Project Management

We will carry forward project management tasks from Phase 1 including monthly PMT meetings and invoicing. We will maintain a separate comment/response log for the Safety Action Plan.

Deliverables:
- Monthly Meeting Agendas, Presentations, and Summaries for PMT Meetings
- Monthly Progress Reports
- Comment/Response Logs

Task 9: Stakeholder Meetings

Proposed Meetings:

PMT
- Monthly to review key deliverables

TAC
- Review Draft Crash Analysis Memo, Confirm High Injury Network Methodology
- Review Draft High Injury Network Memo and Confirm Prioritization Methodology
- Review Draft Strategy and Implementation Plan Memo
- Review Draft Safety Action Plan

PARTNERS
- 3 Meetings to Understand Health impacts/Findings

PRESENTATIONS
- Draft Safety Action Plan to Transportation Commission and Other Entities Coordinated with PMT

Task 10: Comprehensive Safety Action Plan - Draft & Final

Our team will build on the 2023 Vision Zero Action Plan and SRTC Regional Safety Action Plan to continue compliance with SS4A grant requirements, including any changes as part of the new federal !administration directives. Because we have such a head start, we can dig deeper into crash location and focus on newly adopted strategies to address safety, connectivity, and health equity outcomes across the multimodal transportation network. The update will follow a three-step process:

1. Data Analysis. We will review and expand on the City's existing crash analysis by incorporating the most recent available WSDOT crash data and additional sources (i.e., emergency response records, near-miss data (if available), STA boarding data, and public health indicators). This analysis will help to refine the High Injury Network and better align safety planning with the most pressing systemic risk factors, particularly for vulnerable users.

2. Safety Action Plan Update. Updates to the existing Safety Action Plan will include:
- A consolidated risk-based framework for evaluating crash types, contributing factors, and priority locations, including under-represented corridors.
- Integration of equity using the Washington State Environmental Health Disparities Map. This resource allows us to identify overburdened communities based on cumulative impacts, emphasizing the needs of disadvantaged census tracts where over 78% of vulnerable user fatalities and injuries occur.
- Cross-referencing of countermeasure effectiveness using the FHWA Crash Modification Factors Clearinghouse and addition of new countermeasures informed by local feasibility and maintenance practices.
- Updated High Injury Network with refreshed crash analysis and systemic analysis outputs.
- Develop a Strategy and Implementation Plan that outlines a transparent, replicable scoring framework to rank projects across the Spokane'!s multimodal network, guiding phased implementation and resource allocation.

3. Plan Components and Integration with Existing Policies. The Draft and Final Comprehensive Safety Action Plan will include:
- All required components for SS4A: leadership commitment, safety analysis, engagement strategy, equity considerations, policy alignment, projects list, implementation plan, and plan for progress tracking.
- An updated project scoring and prioritization methodology that supports future SS4A grant applications and other potential funding sources such as Highway Safety Improvement Program or future WSDOT funding.
- Coordination of recommendations with the Comprehensive Plan, Bike Master Plan, Downtown Plan, and SRTC Regional Safety Action Plan to unify policy direction and reduce redundancy across planning documents.

Deliverables:
- Draft/Final Crash Data Analysis Technical Memo
- Draft/ Final High Injury Network Methodology Technical Memo
- Draft/Final Strategy and Implementation Technical Memo
- Draft/Final Comprehensive Safety Action Plan
- Data, GIS, Excel, CAD, Word, and PDF files

Subconsultants

Coffman
21 N Wall Street Suite, 500
Spokane, WA 99205

Services: Civil engineering focused on best practices and design standards manual for bicycle facilities and liaison to STA.

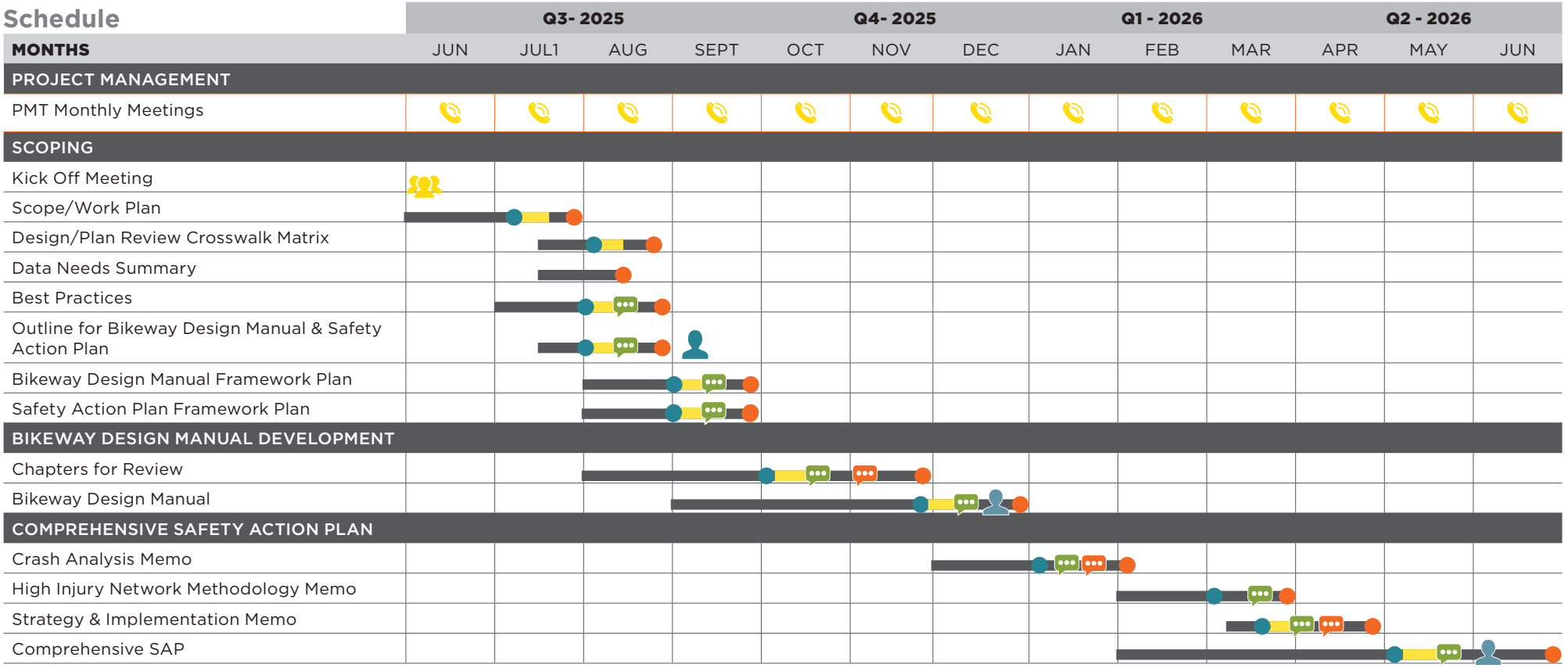
Coffman is a Spokane-based consulting firm with experience supporting the City and STA. Their team has developed transit, pedestrian, and bicycle infrastructure standards, managed utilities, and enhanced transit access. Coffman's expertise includes integrating City, WSDOT, and STA standards, and delivering projects such as Wall Street and Riverside Avenue realignments to improve transit and pedestrian facilities.

SPVV
1908 W Northwest Boulevard, Suite A
Spokane, WA 99205

Services: Landscape architecture guidance and direction for design standards.

SPVV is based in Spokane, has valuable experience providing comprehensive services from site analysis and planning to design, implementation, and post-construction evaluation, having been involved in 200+ City projects, to support pedestrian and bicycle safety.

Schedule



3. Management Proposal

3.A Firm Experience

For 40 years, Kittelson has transformed roads into complete streets that prioritize safety and mobility. As daily riders and walkers ourselves, we bring real-world insight to every project

Leaders in Guidance Development. Transportation practitioners throughout the world have benefited from the leading guidebooks and manuals produced by Kittelson-led teams. These have transformed how transportation professionals address safety, multimodal design, operations, and accessibility in all kinds of projects.

Safety Specialists. Kittelson is routinely involved with transportation safety action plans, systemic safety analyses, road safety audits, corridor and intersection studies, recognizing and diagnosing crash trends and patterns, and designing safety improvements. We also regularly work with communities to develop projects that fit their project goals, creating transportation systems that function well and are safe for all.

The following projects demonstrate our ability to apply the guidance we develop to local projects.

WEST CENTRAL INFRASTRUCTURE PROJECT & QUICK BUILDS. Collaborative planning initiative to enhance multimodal safety and connectivity to trails, transit, downtown, and schools in a low-income, transportation-disadvantaged community. Kittelson applied national design guidance, led focused outreach, and delivered practical solutions. Clear accessible materials enabled meaningful community input. Kittelson is preparing 90% designs for the top 10 projects to prepare for implementation grants.



Click Here

Kittelson can test designs and visualize outcomes. See protected bike lanes and snow removal operations on Broadway Avenue in Spokane, WA.

BURKE-GILMAN TRAIL MISSING LINK. Kittelson advised Seattle DOT on the Burke-Gilman Trail missing link. To test the design, Kittelson led a field test of a two-way separated bike lane through an industrial corridor, using paint, cones, and signage to simulate conditions. The test included truck turning checks, confirmed key design elements, and identified refinements like LED sign placement, tapering, detection, and pavement markings.



Visualization of Burke-Gilman Trail Connection

PULLMAN CITYWIDE INTERSECTION IMPROVEMENTS. To improve intersection safety and achieve the Washington Target Zero goals, the City of Pullman implemented a citywide intersection and pedestrian crossing improvements plan. Kittelson provided design services that brought traffic signals to MUTCD standards. Other design work has involved illuminated street name signs, rectangular rapid flashing beacons coupled with pedestrian ramp reconstruction. These improvements will provide safer and more accessible crossings for pedestrians.

KENNEWICK PATHWAYS & TRAILS MASTER PLAN The Kennewick Pathways & Trails Master Plan outlines a 50-mile trail system, Wigeon Way Trail System, which leverages the existing irrigation canal service roads. This plan includes typical cross sections for trail types, which is based on use and an operations and maintenance needs assessment. The plan has cost estimates and funding strategies.

"Wanted to express appreciation, one of the better presentation and plans I have seen as my tenure of council. Really appreciate Appendix E, which details funding sources. … It's more than here is a nice thing, it's a nice thing and here is how we can pay for it."
--Mayor Pro-Tem of Kennewick:

Kittelson Team Personnel

** Full resumes included in Appendix*

LEGEND:
Percentage (%) of Overall Availability
Percentage (%) of Time Dedicated to this Project

Project Management Team



Wende Wilber, PTP, Project Manager (Kittelson). 45%, 25% Wende has the ideal mix of Vision Zero leadership, active transportation expertise, and local knowledge to effectively manage this multifaceted effort. She developed and implemented multimodal design criteria for the public sector as the City of Anchorage (AK) Urban Design Commission Chair. Over her 30-year career, she has written code amendments; developed context-sensitive design guidance; and managed complete street designs, safety action plans, trail plans, bicycle lane concepts, and roadway and intersection improvements. She leads our in-house grant technical assistance group, supporting agencies in receiving millions in grants. Her experience developing guidebooks includes working on NCHRP 20-24(146): Guide to Supporting and Sustaining Transportation Grant Programs for Local Governments and Tribes; San Francisco Municipal Transportation Agency – Driverless Ridehail Policy, and the SRTC Comprehensive Plan Certification Manual Update.



Hermanus Steyn, PE, Principal Engineer (Kittelson). 30%, 10% Hermanus is a national leader in transportation design and safety. His work on NCHRP Research Report 1036: Roadway Cross-Section Reallocation: A Guide, and Oregon DOT Blueprint for Urban Design has shaped how professionals plan and operate multimodal networks. As a TRB Design Section Chair, he champions context-sensitive design that enhances safety for all.



Mike Ulrich, AICP, Deputy Project Manager/Safety Action Plan Lead (Kittelson). 50%, 35% Mike is a transportation planner and project manager who uses data analytics and modeling to enhance safety, guide investments, and support multimodal travel. He's led major regional plans, like the SRTC Regional Safety Plan, where he applied the Safe System Approach and developed tools to centralize and analyze transportation data across the Pacific Northwest.

Project Leads



Julia Knudsen, PE, Guidebook Lead (Kittelson). 35%, 20% Julia helps state DOTs and local agencies nationwide create safer, multimodal transportation systems by leading design standard updates and guidance development. She helped develop NCHRP Report 613: Guidelines for Selection of Speed Reduction Treatments at High-Speed Intersections, and NCHRP Report 785: Performance-Based Analysis of Geometric Design of Highways and Streets.



Anthony Davies, PE, Project Engineer (Kittelson). 40%, 30% Anthony is a public works expert with construction and public sector experience, giving him insight into design, standards, and constructability. He applies context-sensitive, sustainable solutions to improve safety and mobility. He worked the West Central Infrastructure Project and SRTC Regional Safety Plan.

Technical Support



Carston Mortenson, PE, DBIA, Civil Engineer (Coffman). 30%, 15% Carston leads infrastructure projects that enhance transit access, mobility, and safety. He develops constructable PS&E documents and has delivered 100+ STA projects, including transit standards and pedestrian/bikeway infrastructure.



Ken Van Voorhis, PLA, Landscape Architect (SPVV). 45%, 10% Ken has enhanced public spaces in Spokane through completing 200+ urban revitalization and public space design projects. He's well-versed in City standards and WSDOT safety requirements.



Cameron Bennett, EIT, Planner (Kittelson). 40%, 30% Cameron plans and designs safe and mindful transportation environments. He's skilled in data analysis, PS&E preparation, bikeway design, GIS, micromobility policy, and research.



McKenna Stramler, EIT, Planner (Kittelson). 40%, 30% McKenna plans and designs projects to improve safety, access, and operations. She has worked on complete streets, pedestrian safety, and cross-section reallocation, including the West Central Infrastructure Project in Spokane.



Conor Semler, Technical Advisor - Active Transportation (Kittelson). 30%, 5% Conor is a daily bike commuter and national expert in multimodal planning. He's shaped policies, authored guides, and led NCHRP Report 1036, creating a framework for reallocating road space to boost safety, livability, and equity. He conducted research to develop the FHWA Separates Bike Lane Planning and Design Guide. His work draws on best practices from across the U.S. and abroad.



Gene Hawkins, PE, PhD, Technical Advisor - Traffic Control Devices (Kittelson). 45%, 5% Gene is a national expert on traffic control devices, shaping MUTCD content through his research, leadership as National Committee on Uniform Traffic Control Devices Chair, and work at Texas A&M. He created mutcd.kittelson.com and has served as an expert witness, offering practical insight into device effectiveness.



Steve Rhyne, Visualization Expert (Kittelson). 50%, 20% Steve is a visual communication specialist who supports planning and engineering projects. He specializes in geospatial data analysis, 3D visualization, and infographic creation to develop compelling visualizations in still and animation formats.



Jennifer Marks, PhD, Technical Editor (Kittelson). 45%, 25% Jennifer works alongside planners and engineers to write clear and compelling narratives. She develops publications and visualizations.

City Involvement

We view our role as an extension of your staff. To successfully execute this project and minimize your workload, we envision the role of the City as follows:

- Establishing the PMT.
- Sending out the first invite to stakeholder groups. We will prepare the email and agenda. Once the groups have attended the first invite, we can take over.
- Conducting reviews in a timely manner and consolidate comments.
- Communicating schedules, deadlines, and vacations so we can plan around them.
- Giving constructive feedback.

Allocation of Resources

While unexpected challenges can arise, Kittelson stays on track using InfoSys—our internal scheduling system that monitors staff availability and workload in real time. This allows us to quickly reallocate resources across our nationwide team, keeping projects on schedule and within budget. Because we operate as one-firm, without geographic barriers, we have the full resources of Kittelson to pull from.

Lines of Authority & Responsibilities

Wende Wilber, PTP, will lead the project, overseeing all tasks and deliverables. As an authorized representative, she can make binding decisions and allocate resources as needed. She'll be supported by Hermanus Steyn, PE, as principal engineer, who will carry out our quality assurance/control processes to make sure we provide high-quality, technical sound deliverables. Mike Ulrich, AICP, will serve as deputy project manager and secondary City contact. He will support Wende with daily activities.

3.B Firm Contracts/Experience

We've partnered with agencies nationwide to define context classifications, refine design criteria, and integrate multimodal, context-sensitive approaches into their design standards.

NCHRP RESEARCH REPORT 1036: ROADWAY CROSS-SECTION REALLOCATION

Contract Period: Mar 2020 to Mar 2025
Contact: Patrick Zelinski, Senior Program Officer, NCHRP, 202-334-1889

The guidance elevates roadway user safety by recommending minimum sectional dimensions for each street component, based on best practice in street design. This decision-making framework uses a performance-based design approach and includes performance measures to support decisions throughout project development. Safe System Approach principles infuse the guidance and the framework considers outcomes related to transportation, livability, economic and environmental health, equity, and other concerns.



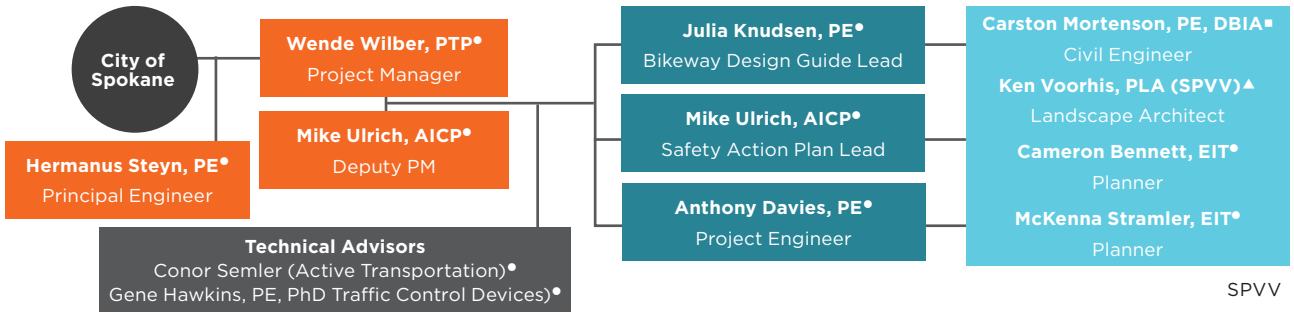
NCHRP Research Report 1036 presents a six-step framework for determining trade-offs, emphasizing the importance of context and community priorities when deciding which trade-offs are acceptable.

ORLANDO QUICK-BUILD GUIDE & DEMONSTRATION PROJECT

Contract Period: April 2022 to July 2024
Contact: Laura Hardwicke, Safety Mobility Manager, City of Orlando, 407-246-3229, laura.hardwick@cityoforlando.net

Kittelson developed a quick-build guide for the City of Orlando, which provides detailed information on the process, materials, and applicable context for implementing quick-build projects. While developing the guide, the team implemented the Corrie Drive Quick-build Demonstration Project, a bike lane constructed with delineators, reflective tape, and spray paint to repurpose under used on-street parking. The team monitored vehicle mobility and parking availability. Based on the data, Orlando extended the one-day demonstration project to one year and made it a permanent bike lane.

Team Organization



OREGON CITY DESIGN STANDARDS
Contract Period: Aug 2021 to Aug 2022
Contact: Josh Wheeler, Assistant City Engineer, Oregon City, 503-657-0891, jwheeler@orgcity.org

Kittelson integrated performance-based design principles based on context into updated street design standards. Working alongside Oregon City staff, Kittelson carried out the following three-step approach to efficiently update the standards.

1. The team created a table of contents capturing a desired flow of the document.
2. Developed an annotated outline specifying what information will be included in standards and what sources will be used.
3. Produced the Street Design Standards based on the annotated outline.

This process resulted in developing the first standalone Street Design Standards reflecting best practices and providing clear project requirements for practitioners within Oregon City.

TENNESSEE DOT SCOPING DOCUMENT
Contract Period: Jul 2023 to Jul 2025
Contact: Ali Hangul, MSCE, PE, Tennessee DOT, 615-741-0840, Ali.Hangul@tn.gov/tdot

Kittelson is leading two projects with the Tennessee DOT to integrate context-based decision making into their roadway design guidance and improve pedestrian and bicyclist safety at intersections.

The ***Tennessee DOT Design Flexibility Bridging Document*** has established design performance criteria and guidance based on roadway context classification to support flexible design decision making. The team prepared a white paper providing guidance on appropriate target speeds for Tennessee roadways and associated speed-management strategies in various contexts.

The Tennessee DOT **Pedestrian and Bicyclist Intersection Safety** project will create guidance for assessment methods that Tennessee DOT staff can use to evaluate intersections for safety and provide pilot applications and training materials to illustrate use of the method. It is anticipated that local agencies (counties and cities) will also use the guidance from these projects to integrate into local projects throughout Tennessee.

SARASOTA ENGINEERING DESIGN CRITERIA MANUAL
Contract Period: Jul 2020 to Dec 2024
Contact: Alvimarie Corales, City of Sarasota, 941-263-6358, Alvimarie.Corales@SarasotaFL.gov

Kittelson is leading a comprehensive update of the Sarasota Engineering Design Criteria Manual to align with changes in urban design, bicycle & pedestrian infrastructure, and technology.

To prepare the update, Kittelson engaged agency staff, designers, developers and the public to gain their insights from existing design guidance. The initial drafting process began with an outline based on this input and reviewing national guidance. Kittelson then collaborated with Sarasota staff to create an annotated outline and draft chapters.

SRTC SAFETY ACTION PLAN
Contract Period: Oct 2023 to Aug 2024
Contact: David Fletcher, AICP, Principal Planner, 509-343-6398, dfletcher@srtc.org

SRTC Regional Safety Action Plan combined robust public and stakeholder engagement with in-depth technical analysis to address transportation safety across the region. The plan identifies key risk and causal factors—like human behavior—and prioritizes proven countermeasures using the Safe System Approach. It positions SRTC and its partners for future funding opportunities.

The plan prioritizes innovative, proven strategies and countermeasures to prevent roadway fatalities and serious injuries based on the FHWA Safe System Approach. It focuses on regional safety and includes chapters specific to each member of the 14-jurisdiction agency within Spokane County, including Spokane. The plan had an aggressive schedule— The draft plan had to be published for public review within 6 months of Notice to Proceed. It was delivered on time and under budget.



Illustrations from Tennessee DOT Scoping Document

1. Cross Section Realm
2. Pedestrian Realm
3. Transition Realm

CLARK COUNTY SS4A SAFETY ACTION PLAN
Contract Period: Nov 2023 to In Progress
Contact Name: Jennifer Campos, Principal Planner, RTC, 564-397-5213, jennifer.campos@rtc.wa.gov

This planning process has involved developing visions and goals, reviewing policies, completing an existing conditions analysis, developing safety strategies, and preparing an implementation plan.

- **Collaborative Approach.** Kittelson has engaged multiple jurisdictions, including Clark County, City of Vancouver, and smaller cities in the region to keep to keep them informed and provide opportunities for collaboration through working groups and one-on-one meetings.
- **Diverse Context.** The team identified programmatic and engineering strategies for rural, suburban, and urban context. The safety countermeasures and strategies will help reduce fatal and serious injury crashes.

KLICKITAT COUNTY ROAD SAFETY PLAN
Contract Period: Feb 2025 to Feb 2026
Contact Name: Kevin Leis, Designer II, Klickitat County, 509-773-2436, kevinl@klickitatcounty.org

Based on the outreach and analysis outcomes, Kittelson, along with Klickitat County, will develop a prioritized list of implementable projects, with cost estimates and funding strategies to position Klickitat County for Highway Safety Improvement Program and other funding opportunities.

References

1) SRTC Regional Safety Action Plan
David Fletcher, Principal Planner, 509-343-6398, dfletcher@srtc.org

Led planning process to complete SS4A funded transportation safety plan.

2) Oregon City Design Standards
Josh Wheeler, Assistant City Engineer, Oregon City, 503-657-0891, jwheeler@orgcity.org

Updated design standards to reflect city context and to incorporate performance-based design approach.

3) Clark County SS4A Safety Action Plan
Jennifer Campos, Principal Planner, RTC, 564-397-5213, jennifer.campos@rtc.wa.gov

Prepared SS4A compliant safety action plan to position the agency for implementation grants.

3.C Contract Termination

Kittelson has not had any contracts terminated for default in the past 5 years.

PROJECT MANAGEMENT TEAM



33 YEARS

Licenses
- Professional Transportation Planner (PTP)

Education
- MURP, Eastern Washington University
- BA, Comparative Literature/French, University of Washington

Wende Wilber, PTP

Project Manager

Wende works with engineering, architectural, and construction teams to deliver multimodal transportation projects that improve safety and enhance public health outcomes. Her background includes serving as the Urban Design Commission Chair in Anchorage, AK. As Chair, Wende developed and implemented design criteria from the public side for multimodal projects.

She brings a strong land use and entitlements background with experience writing code amendments, developing context-sensitive design guidance, and serving on committees to review design guidelines for implementation. Wende has led complete street designs, safety and trails plans, bicycle concepts, and roadway and intersection improvement projects. At Kittelson, Wende leads our in-house grant technical assistance group and helps staff and clients navigate grant requirements.

SELECT PROJECTS

Guidebook & Policy Experience

Wende has recently contributed to the following guidebooks and policy updates:

- NCHRP 20-24 (146) Guide to Supporting and Sustaining Transportation Grant Programs for Local Governments and Tribes
- Guidance for Sustainable Integration of Automated Transportation Technologies Automated Transportation Technology Pooled Fund Study
- San Francisco Municipal Transportation Agency – Driverless Ridehail Policy
- Spokane Regional Transportation Council Comprehensive Plan Certification Manual Update

West Central Infrastructure Project; Spokane WA; Project Manager. Wende led a community-guided co-design process to improve multimodal safety and connections in a transportation disadvantaged community. A **robust engagement effort was based on "going to the people**" to meet them at existing community events and gathering spaces. The outcome of this study was community supported neighborhood traffic calming study with concept level designs for priority projects. Two **quick-build** projects have funding and Wende is managing the design phase, with construction planned for 2025 for one project and three other projects which will be ready for construction when funding is obtained.

Spokane Street Transit-Oriented Development Plan; Spokane, WA; Planner. As part of a multidisciplinary team, Wende is managing the analysis and recommendations for multimodal connections to transit nodes along the transit-oriented development corridor to support bus rapid transit routes. The corridor passes through seven neighborhoods and the recommendations include broader connections outside of the priority nodes to establish a network of low-stress walking and biking facilities. These facilities will support access to transit stations and encourage mode shifts to transit.

University Drive Reallocation Study; Boise ID; Project Manager. Wende managed the evaluation of concepts to reallocate roadway space to provide one travel lane for vehicles in each direction and use the remaining space to provide **enhanced pedestrian and bicycle facilities.** The concepts included two-way cycle tracks, multi-modal pathway buffered bike lanes, floating transit islands, and enhanced crossings. The team **used 3D visual simulations** to convey the concepts to the public, University staff, and transit provider.

Spokane Regional Transportation Council Regional Safety Action Plan; Spokane County, WA; Project Manager. The Spokane Regional Transportation Council (SRTC) Regional Safety Action Plan was developed with funding from a Safe Streets and Roads for All **(SS4A)** planning grant. Wende led the collaborative planning process which engaged a steering committee, agency partners, the Spokane community, and historically underserved communities to understand barriers to safety. The plan prioritizes innovative, proven strategies and countermeasures to prevent roadway fatalities and serious injuries based on the **Safe System Approach**. It focuses on regional safety and includes chapters specific to each member of the 14-jurisdiction agencies within Spokane County, including the City of Spokane.

Kennewick Pathways & Trails Master Plan; Kennewick, WA; Project Manager. As Project Manager, Wende led development of the City of Kennewick's first trails plan to identify and prioritize a trail network for Kennewick. **Completing the plan involved developing a trail classification system and design standards based on context,** as well as an analysis of the new trail system on maintenance and operational needs. The plan focused on activation and improvement projects designed to maximize the value of the existing pathway and trail assets, including agreements with irrigation districts to formalize approximately 40 miles of unpaved irrigation district service roads. A robust community and stakeholder engagement effort contributed to identifying needs and developing priorities.

SRTC General Planning Services; Spokane, WA; Contract Manager. As an extension of SRTC staff and working closely with a multidisciplinary Stakeholder Advisory Group, Wende is managing the on-call contract and multiple task orders. These have included:

- Needs Assessment to support the long-range transportation plan update
- Smart Mobility Plan which includes updating the Electric Vehicle Readiness Plan, Resiliency Plan, Vehicle Miles Traveled Reduction Framework Plan, and Comprehensive Plan Certification Manual
- Regional Modeling Support.

The plans provide guidance for SRTC and its member agencies on how to best invest in the transportation system to make it more resilient, safe, and efficient.

Vision Zero Safety Action Plans. Wende has led Vision Zero Action Plans using the Safe Systems Approach. Each plan involved analyzing fatal and serious injury crashes by mode in the context of the multimodal transportation network, land use, demographics, human factors and community input. **High Injury Networks** and intersections were identified to prioritize projects and investments. Using proven countermeasures, national best practices, input from Steering and Advisory Committees and community outreach, a range of measurable actions were identified to address localized trends related to speed management, street design, vulnerable users, equity, enforcement, and education/messaging. Plans also include guidance for ongoing evaluation. The following are some of these plans and their unique elements:

- **Tampa Vision Zero Action Plan; Tampa, FL.** Priorities focused on quick build projects on the High Injury Network.
- **Space Coast Transportation Planning Organization Vision Zero Action Plan; Brevard County, FL.** Action Plan Toolkits were developed for each municipality to help with developing their own action plans. The planning process resulted in Vision Zero resolutions being adopted by each municipality, Brevard County, and Brevard County Public Schools.
- **Anchorage Vision Zero Action Plan & Implementation; Anchorage, AK.** The plan included a countermeasure toolbox that identifies appropriate pedestrian and bicycle safety improvements based on a location's characteristics and documented crash patterns. A pedestrian intercept survey, demonstration project (mini-roundabout), bicycle and pedestrian counts, and behavioral surveys were conducted along High Injury Networks (many in disadvantaged areas) to identify solutions to improve vulnerable user safety. **Working with the State Health Department, funding for implementation was obtained through a five-year public health grant.**

FHWA Reconnecting Communities Institute. Wende is assisting grant recipients with all stages of the Reconnecting Communities grants. This includes project readiness, scoping, planning, implementing, and complying with reporting measures. She has provided one-on-one technical support to communities across the nation.



33
YEARS

Licenses
- Professional Engineer, WA #43046

Education
BEng, Civil Engineering, University of Stellenboch

Affiliations
- Transportation Research Board
  - Performance Effects of Geometric Design (AKD10) Committee; Past Chair
  - Design (AKD00) Section, Chair
- Institute of Transportation Engineers, Member
- Women's Transportation Seminar, Member

KITTELSON & ASSOCIATES

Hermanus Steyn, PE

Project Principal

Hermanus takes transportation concepts he has researched into the planning, design, and construction phases. Nationally, he is recognized for his expertise in safety, context- and performance-based design, bicycle and pedestrian facilities, and geometric design. Through several NCHRP and FHWA projects, he has created methodologies and approaches to make roadways and streets safer for all users, which includes incorporating performance-based design standards based on context.

He has managed hundreds of projects and knows that the context of the project and working with the community are essential to a successful project. Hermanus understands the interaction between design, operations, and safety for all users and capably synchronizes all facets of a project to achieve regulatory compliance and facilitate construction.

SELECT PROJECTS

Oregon City Design Standards; Oregon City, OR; Project Manager. Kittelson led a team of design engineers to develop content for each specific topic, including geometric design, multimodal design, utilities, street lighting, stormwater, pavement, and more. Hermanus participated in work sessions with Oregon City staff and executive leaders and presented at a City Commission meeting to outline the standards approach and outcomes. Kittelson is collaborating with Oregon City through the publication stages to support them with having a standalone Street Design Standards. These standards will reflect best practices and provide clear requirements for practitioners to plan and design projects within Oregon City.

Beaverton Active Transportation Plan; Beaverton, OR; Senior Advisor/Quality Manager. Kittelson led the development of the Beaverton Active Transportation Plan, with goals to improve walking and bicycling conditions for people of all ages and abilities, increase opportunities to access key destinations, and to develop fundable and practical strategies for implementation. The plan was developed through an analysis of the existing gaps and deficiencies in the pedestrian and bicycle system; **identifying design solutions** to improve connectivity, safety, and comfort; and the prioritization of near-, medium-, and long-term investments. Hermanus served as Senior Advisor and Quality Manager.

Metro (Portland) Designing Livable Streets and Trails Guide; Portland, OR; Project Manager. Hermanus guided efforts to update Metro's street design guides to reflect current best practices and provide guidance on a performance-based design approach for regional streets and trails. The new Designing Livable Streets and Trails Guide provides the linkage between the Greater Portland region's policies and vision for implementing streets based on land uses by defining project outcomes, the functions of the streets to support the communities and the intended outcomes, establishing design principles and elements to support the functions, and providing a performance-based design decision-making framework that gives practitioners the flexibility to develop community-based solutions.

Vancouver Bicycle Design Guidelines; Vancouver, WA; Project Principal. Kittelson developed the internal Bicycle Planning and Design Guide that has a summary of design guidance and research related to bicycle facility selection and design. The guide also discussed research on vehicular lane widths and their impacts on safety, operations, and various user types. The guide is divided into three parts:

- Guidance for bicycle facilities and network needs
- Identifying appropriate vehicle lane widths based on context
- Applying principles in the design process in Vancouver.

This guidance is intended to assist City of Vancouver planners and engineers internally with selecting appropriate street designs and embracing their Complete Streets policy.

Washington County Bicycle Design Toolkit; Washington County, OR; Project Principal. Hermanus provided guidance and direction to develop the first Pedestrian and Bicycle Design Toolkit for Washington County. Initially, Washington County's road standards did not accommodate best practices at the time.

The toolkit defines roadway conditions to support new pedestrian and bicycle treatments for various users. Kittelson's work included a decision matrix for treatment selection, typical cross sections with off-street paths, stakeholder engagement, and staff training. Hermanus co-authored a white paper summarizing literature on lane width trade-offs and supporting flexible design decisions that balance mobility, safety, and user needs.

Marion County Engineering Standards; Marion County, OR; Principal Engineer. Kittelson is leading a multidisciplinary team to update engineering standards and standard detail drawings for Marion County, Oregon. The standards will guide project implementation for each context within the county and include technical chapters for the following topics:

- Geometric Design
- Traffic Engineering
- Stormwater
- Pavement Design
- Utility Coordination
- Right-of-Way Development
- Environmental Guidance

The new standards will provide guidance and criteria for private development and capital improvements, and create consistent approaches with flexibility for implementing projects throughout the county. As project principal, Hermanus is overseeing the team's work and conducting quality review of the entire manual.

Tennessee DOT Scoping Document; Project Principal. For the Tennessee DOT, Kittelson led two projects to integrate performance- and context-based decision-making into their roadway design guidance and **improve pedestrian and bicyclist safety at intersections**. The published Project Scoping Guide provides guidance and criteria for context classifications. The draft 20-Flag Intersection Evaluation Guide assists with assessment methods to evaluate intersections for safety and provide pilot applications/training materials to illustrate using the method. It is anticipated that local agencies (counties and cities) will use this guidance for local projects throughout Tennessee. Hermanus is overseeing the team's work as the project principal and conducting quality reviews of all deliverables.

Burke-Gilman Missing Link; Seattle, WA; Kittelson Project Manager. The Seattle DOT hired Hermanus to be on the Design Advisory Committee to provide national best practices insights to the design which will complete a missing link in the popular Burke-Gilman Trail. He led a field test to test the corridor visibility and accessibility of the separated bike lane in the design documents. The test included various perspectives at the schematic design milestone.

Project staff simulated a driveway crossing of the Missing Link design with paint, traffic cones and barrels, and trail signs at a test driveway. A large tractor-trailer truck was driven across simulation to test turning motions and verify that driveway design specifications can accommodate these truck movements. The field test verified design parameters and identified design components for the final driveway design. This included modifying LED warning signs locations, adjusting tapers, implementing vehicle detection to trigger flashing LED lights, and extending pavement markings.

Montana DOT Design Manuals; Project Manager. Kittelson collaborated with the Montana DOT to develop and update the Montana Road Design Manual to reflect current national research and Montana DOT design practice. Hermanus led the team and was an author for the new manual. He and the Kittelson team:

- Developed a table of contents;
- Prepared white papers on key road design topics for consideration;
- Created an annotated outline; and
- Wrote a sample draft chapter.

The firm then led workshops with Montana DOT staff to gather input and work collaboratively to generate design material that reflects current design research, updated project development processes, and best practices for road design.

One key component of the update involved incorporating a **performance-based road design approach** into the road design project development process, which enables designers to make informed decisions about performance tradeoffs. Key new and updated chapters in the manual include Road Design Policies and Procedures (i.e., Performance Based Design), Multimodal Design Considerations, and Urban Design Considerations. The completed project was awarded the ACEC Montana Transportation Category Award in 2016.



11 YEARS

Education

- Masters in Public Administration, University of Colorado
- BA, Political Science, Virginia Commonwealth University

Certifications

- American Institute of Certified Planners, #31224
- Data Visualization Certificate, University of Washington

Mike Ulrich, AICP

Deputy Project Manager

Mike has a background in applying traffic data analysis to transportation planning. He uses data analytics to improve safety, inform investment decisions, alleviate congestion, and support multimodal mobility. He has expertise with 4-step gravity models and is knowledgeable in best practices for applying them effectively. His work includes developing an online data hub to centralize transportation datasets which improved utility for planners, engineers, and policy makers. He skilled in public engagement and is adept at understanding various perspectives and identifying ways to reconcile them.

SELECT PROJECTS

Spokane Regional Transportation Council Planner; Spokane, WA. While working at the Spokane Regional Transportation Council (SRTC), Mike updated the regional transportation model, developed methodologies for data analysis, and led regional transportation planning activities. His experience while at SRTC includes:

- **Metropolitan Transportation Plan Update.** Mike managed integrating multimodal transportation needs with land use and economic development strategies. This involved applying travel demand modeling to evaluate growth scenarios, engaging stakeholders, and prioritizing transportation investments. By refining data analysis methodologies and identifying emerging trends, Mike informed policy development, making sure the transportation systems met current and future demands for all travelers.
- **Traffic Count Data Review & Analysis.** While with SRTC, Mike reviewed and analyzed regional traffic count data to assess travel patterns and inform transportation planning decisions. He also led updating the regional travel demand model, which integrated insights from a household survey and passive data source to enhance forecasting accuracy. He managed the traffic count collection effort and verified data consistency and reliability across jurisdictions.
- **SRTC Regional Safety Action Plan.** Mike led the planning process to complete a Safe Streets and Roads for All (SS4A) Regional Safety Action Plan. This involved completing a safety analysis, identifying high-risk locations, applying Safe System Approach principles, engaging the public, developing a prioritization framework, and aligning recommendations with available funding sources. The plan was prepared to make future projects eligible for SS4A Implementation grants and other grants. .

Klickitat County Road Safety Plan; Klickitat, WA; Project Manager. Klickitat County has unsafe driving conditions along its rural roadways. Mike is leading the planning process, which is applying the Safe System Approach and involves combining data-driven analysis with input received through public engagement activities. The team is developing a prioritized list of implementable projects with cost estimates to position Klickitat County !for Highway Safety Improvement Program grants and other grant opportunities.



21 YEARS

Licenses
- Professional Engineer, OR #74268

Education
BA, Civil Engineering, University of Portland

Affiliations
- Transportation Research Board
- American Public Works Associations

Julia Knudsen, PE

Guidance Lead

Julia is specialized in developing planning and design guidance and standards for national, state, and local agencies. She has collaborated with multiple agencies to develop design manuals and standards that integrate current research and design practices. She has worked on several research projects focused on performance-based design and developing context classifications, including preparing content for the future *Green Book, 8th Edition*. Through her research and design experience, she has become a recognized expert on multimodal design, context classification, performance-based design, and operational effects of geometric design.

SELECT PROJECTS

Oregon DOT Blueprint for Urban Design; Deputy Project Manager. Julia helped to establish consistent guidance and standards for urban multimodal projects that achieve a project's intended outcomes. The team established six urban context categories, recommended urban design elements based on these contexts, and developed a multimodal performance based decision-making framework that is applicable throughout Oregon.

The Blueprint for Urban Design emphasizes using **target speed** (desired operating speed) and has strategies to achieve the desired speed for urban projects. While the goal is for the target speed to match design speed, in situations when the target speed is below the current design or operating speed, the Blueprint summarizes speed management treatments that the Oregon DOT recommends using to achieve the target speed.

Oregon City Design Standards; Oregon City, OR; Deputy Project Manager. Julia worked on developing standards specific to Oregon City's communities. She developed content for geometric design, multimodal design, utilities, street lighting, stormwater, and pavement. She facilitated work sessions with Oregon City staff and executive leaders, and presented at a City Commission meeting to outline the standards approach and outcomes. Julia has continued supporting Oregon City with a standalone street design standards that reflect best practices and has clear requirements.

Marion County Engineering Standards; Marion County, OR; Project Manager. Julia is working on updating engineering and detail drawing for Marion County, OR. The standards will guide project implementation for each context within the county and include technical chapters for geometric design, traffic engineering, stormwater, pavement design, utility coordination, right-of-way development, and environmental guidance. It will also have guidance and criteria for private development and capital improvements, which will establish consistent approaches with flexibility for implementing projects.

Tennessee DOT Scoping Documement; Project Manager. Julia is leading two projects to integrate context-based decision-making into Tennessee DOT's roadway design guidance and **improve pedestrian and bicyclist safety at intersections**. The Tennessee DOT Pedestrian and Bicyclist Intersection Safety project will create guidance for evaluating intersections safety and provide pilot applications/training materials to illustrate using the method. It is anticipated that local agencies will integrate the guidance into local projects throughout Tennessee.

Montana DOT Safety Engineering Manual; Deputy Project Manager. Kittelson worked with the Montana DOT to write the Montana DOT Safety Engineering Manual. While preparing the manual, Julia engaged the Montana DOT Traffic Safety Engineering Section to understand their safety analysis tools and procedures. The completed manual provides guidance for conducting road safety audits and selecting appropriate pedestrian crossing treatments. **The Montana DOT has adopted the pedestrian crossing guidance as a design practice and is using it throughout the organization.**

NCHRP Research Report 1043: Guide for Roundabouts; National: Project Manager & Co-Author. Julia managed the development of NCHRP Research Report 1043: Guidebook for Roundabouts that provides guidance in planning, designing, and implementing roundabouts based project contexts and user needs. Julia managed research activities, facilitated work sessions, and developed 15 new chapters for the guide. The guide incorporates research conducted on designing for trucks at multilane roundabouts and **designing for bicyclists in a variety of on-street, separated, and shared facilities.**



15 YEARS

License
- Professional Engineer, WA #23009143

Education
- MEng, Civil Engineering, Oregon State University
- BA, Civil Engineering, Oregon State University (Cum Laude)

Affiliations
- American Public Works Associations, Washington Chapter, Member

Anthony Davies, PE

Project Engineer

Anthony is a public works professional with public and private sector experience and a background in construction. His background in construction, design, and project administration allows him to balance public needs with agency constraints, while meeting the project goals. He has led various transportation projects, including intersection geometric improvements, roadway corridor widenings, bicycle and pedestrian facility improvements, and ADA pedestrian ramp retrofits. Anthony's prior experience in the public sector included serving on the agency's ADA advisory committee and helping steer the agency's ADA transition plan and design standards.

SELECT PROJECTS

Spokane Regional Transportation Council Regional Safety Action Plan; Spokane, WA; Project Engineer. Anthony supported developing the Spokane Regional Transportation Council Safety Action Plan that aligns with regional goals to achieve zero serious and fatal crashes. This effort has involved in-depth analysis at the regional level and jurisdictional level for 14 towns and cities. Anthony provided quality control reviews for deliverables and engineering design guidance.

West Central Infrastructure Project & Quick-build Projects; Spokane, WA; Project Engineer. The City of Spokane carried out a community-guided "co-design" process to improve street infrastructure for incentivizing economic development and redevelopment. Anthony worked on identifying design solutions for improving safety and connectivity. He developed concept designs and prepared planning level cost estimates. The study resulted in implementing quick-build projects. Anthony designed a quick-build bicycle greenway that has construction funding and five other priority projects for future funding opportunities.

Pullman Citywide Intersection Improvements; Pullman, WA; Project Engineer. To improve intersection safety and achieve the Washington Target Zero goals, the City of Pullman implemented a citywide intersection and pedestrian crossing improvements project. Anthony is leading a design team that is designing rectangular rapid flashing beacons and replacing pedestrian ramps to meet current ADA standards. These improvements will provide safer and more equitable crossings throughout Pullman.

Thain Road Corridor & Access Study; Lewiston, ID; Project Engineer. The Lewis & Clark Valley Metropolitan Planning Organization initiated the Thain Road Corridor Study to identify alternatives that create a unified corridor and accommodate all roadway users. Anthony provided analysis and design expertise for creating a safer and more unified corridor through thoughtful concept planning and support from area stakeholders, the public, and involved agencies.

Marion County Engineering Standards; Marion County, OR; Project Engineer. As a former public works employee for Washington County, OR, Anthony brought his knowledge about public infrastructure to update engineering standards and detail drawings for Marion County. The standards will guide project implementation based on context. Anthony supported the development of chapters on structural design, geometric design, traffic engineering, and stormwater design. The new document will create consistent approaches with enough flexibility for implementing private development and capital improvements.

TECHNICAL SUPPORT

STAFF & CREDENTIALS	CAPABILITIES	EXPERIENCE



Cameron Bennett, EIT, Planner

- MS, Civil Engineering, Portland State University
- BS, Civil Engineering, Oregon State University
- Engineer-in-Training, OR
- 1 Year of Experience

- Corridor Studies
- Safety Analysis
- Existing & Future Conditions Analyses
- Bicycle & Pedestrian Planning and Design
- PS&E Document Preparation
- Public Outreach

- Texas DOT Manual on Uniform Traffic Control Devices; Researcher
- Montana DOT Traffic Design Manuals; Researcher
- Kuna Neighborhood Bicycle & Pedestrian Plan; Kuna, ID; Analyst
- Kennewick Pathways and Trails Master Plan; Kennewick, WA; Planner
- West Central Infrastructure Projects; Spokane, WA; Analyst



McKenna Stramler, EIT, Planner

- MS, Civil Engineering, Oregon State University
- BS, Civil Engineering, Gonzaga University
- Engineer-in-Training, WA
- 3 Years of Experience

- Traffic Design
- Intersection Analysis & Design
- State DOTs Programmatic Support
- PS&E Document Preparation
- Public Outreach

- Texas DOT Manual on Uniform Traffic Control Devices; Researcher
- West Central Infrastructure Projects; Spokane, WA; Analyst
- Montana DOT Traffic Design Manuals; Research
- Marion County Engineering Standards; Marion County, WA; Researcher

McKenna rode a bicycle as her primary mode of transportation while attending Gonzaga University.



Carston Mortenson, PE, DBIA, Civil Engineer

- BS, Civil Engineering, North Dakota State University
- Professional Engineer, WA #42312
- Designated Design-Build Professional, Design Build Institute of America
- 25 Years of Experience

- Transportation Planning & Design
- Transit Guidance Development
- Transit Facilities Design
- PS&E Document Preparation
- Public Outreach

- Spokane Transit Authority On-Call A/E Services (2012, 2017, and 2022); Spokane, WA
- Spokane Transit Authority Division Street Stop Improvements - Design 28 Transit Stops across 16 Intersections; Spokane, WA; Project Manager/Civil Engineer
- Spokane Transit Authority Riverside City Line Extension; Spokane, WA; Project Manager



Ken Van Voorhis, PLA, Landscape Architect

- BS, Landscape Architecture, Washington State University
- Professional Landscape Architect, WA #647
- 38 Years of Experience

- Complete Street Enhancements
- Streetscape Design
- Park Master Planning & Design
- Pedestrian Safety Design
- Visualizations

- Kennewick Bicycle Master Plan; Kennewick, WA
- Martin Luther King Jr. Way Phase 1 &2; Spokane, WA
- University District Gateway Bridge; Spokane, WA
- Apple Boulevard Stormwater & Landscape Improvements; Spokane, WA
- Division Street Gateway Project; Spokane, WA



Conor Semler, Technical Advisor - Active Transportation

- MS, City & Regional Planning, Cornell University
- BA, Government, Colby College
- 17 Years of Experience

- Transportation Research
- Bicycle & Pedestrian Planning, Design Guidance, and Concept Design
- Public Engagement
- Visualizations

- NCHRP Research Report 1036: Roadway Cross-Section Reallocation: A Guide; Principal Investigator
- NCHRP Report 926: Guidance to Improve Pedestrian and Bicycle Safety at Intersections; Researcher
- FHWA Separated Bike Lane Planning and Design Guide; Lead Researcher/Co-author
- NACTO Urban Bikeway Design Guide; Team Member
- Florida DOT Complete Streets & Context Classification System; Advisor



Gene Hawkins, PE, PhD, Technical Advisor - Traffic Control Devices

- PhD, Civil Engineering, Texas A&M University
- MS, Civil Engineering, Texas A&M University
- BS, Civil Engineering, Teas A&M University
- Professional Engineer, TX
- 40 Years of Experience

- Transportation Research
- Traffic Control Devices Expert
- Construction Zone Expert
- Traffic Engineering
- Transportation Guidance

- Texas DOT Manual of Uniform Traffic Control Devices; Technical Advisor
- National Committee on Uniform Traffic Control Devices Chair
- NCHRP Research Report 1043: Guide for Roundabouts
- Research Team Panelist
  - NCHRP Project 05-18: Color Effectiveness of Yellow Pavement Marking Materials
  - NCHRP Program Synthesis 31-07: Temporary and Long-Term Pavement Markings
  - TCRP Panel A-9: Signs and Symbols in Transit Facilities



Steve Rhyne, GIS/Visualization Specialist

38 Years of Experience

- GIS Analysis
- Visualizations
- Animations

- Spokane Regional Transportation Council Regional Safety Action Plan - Visualizations; Spokane, WA
- West Central Infrastructure Project; Visualizations; Spokane, WA
- University Drive Reallocation Visualizations; Boise, ID
- 8th, 10th, and 11th Bikeway Visualization; Boise, ID



Jennifer Marks, PhD, Technical Editor

- PhD, History, University of Iowa
- MA, History, University of Iowa
- BA, History & English, Truman State University

- Technical Editing
- Storytelling
- Visualizations
- Document Publishing

- West Central Infrastructure Project; Spokane, WA; Technical Editor/ Production Coordinator
- Texas DOT Manual of Uniform Traffic Control Devices; Technical Editor
- Sarasota Engineering Design Criteria Manual; Sarasota FL; Technical Editor/Production Coordinator
- Kennewick Pathways & Trails Master Plan; Kennewick, WA; Technical Editor

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

May 27, 2025

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS #6342-25 - Safe Streets for Spokane Supplemental Planning

This Addendum 1 to the above identified Request for Qualifications is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Can you confirm what the program title is for Attachment 2?

   A: The current grant is from the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**"). The agreement reflects the selection of the Recipient (City of Spokane) to receive a Safe Streets and Roads for All ("**SS4A**") Grant for Safe Streets for Spokane.

2. **Q:** Are there three deliverables, an Active Transportation Best Management Practices and Design Standards, Spokane Bikeway Design Manual, and Comprehensive Safety Action Plan Update?

   A: There are three primary deliverables as stated above. The project may also include deliverables related to the management of the project including, but not limited to, memos, agendas, minutes, etc.

3. **Q:** Could you clarify whether you're looking for a bicycle-focused effort or a combined bicycle and pedestrian-focused effort?

   A: This is a bicycle focused effort, the standards, practices, and/or policies may include tangential benefits to the pedestrian realm.

4. **Q:** Proposer can only list the City as an additional insured under its Commercial General Liability and Automobile Liability Insurance; Section 18 of Attachment A is not clear in this regard. Can the City please make the following clarification to the requirement "under the Firm's Commercial General Liability and Automobile Liability Insurance" 18. INSURANCE COVERAGE There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" under the Firm's Commercial General Liability and Automobile Liability Insurance specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

A: Follow the instructions for requesting exceptions to the City Terms and Conditions provided in the ProcureWare Bid Form Tab, line number 5 where the City asks the Proposers questions for their answer/confirmation.

It is not clear how much of the current language is being requested for replacement, so it is recommended to include all of the current insurance language in Paragraph 18 and then use cross out to identify what is requested for removal with the new requested language identified in underline.

For references, line number 5 in the ProcureWare Bid Form tab states:
Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Kittelson & Associates, Inc.

Company

Authorized Signature

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

6. I understand that a false statement of this certification may be grounds for termination of the contract.

Kittelson & Associates, Inc. Name of Subrecipient / Contractor / Consultant (Type or Print)	Safe Streets and Roads for All Program Program Title (Type or Print)
Wende Wilber, PTP Name of Certifying Official (Type or Print)	 Signature
Senior Principal Planner Title of Certifying Official (Type or Print)	June 2, 2025 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned 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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients 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, United States 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.

Kittelson & Associates, Inc.

Organization:

202 East Spokane Falls Boulevard, Suite 303

Street address:

Spokane, WA 99202

City, State, Zip:

Wende Wilber, PTP

CERTIFIED BY: (type or print)

Senior Principal Planner

TITLE:



June 2, 2025

(signature) (date)

Bid Response Summary

Bid Number	RFQu 6342-25
Bid Title	Safe Streets for Spokane Supplemental Planning
Due Date	Monday, June 2, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Kittelson & Associates, Inc.
Submitted By	pdxleads@kittelson.com pdxleads@kittelson.com - Monday, June 2, 2025 11:30:37 AM [(UTC-08:00) Pacific Time (US & Canada)] pdxleads@kittelson.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Qualifications document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED

	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES
	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Wende Wilber, PTP, Principal Planner wwilber@kittelson.com 509-508-0939
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Wende Wilber, PTP, Principal Planner wwilber@kittelson.com 509-508-0939
DOCUMENTS TO UPLOAD			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Safe Streets for Spokane Supplemental Planning_Kittelson Proposal.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	

3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.
4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 28, 2025

Profit Corporation

Unified Business ID #: 602304272
Business ID #: 001
Location: 0002
Expires: May 31, 2026

KITTELSON & ASSOCIATES, INC.
STE 303
202 E SPOKANE FALLS BLVD
SPOKANE WA 99202-1612

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602304272 001 0002

Expires: May 31, 2026

KITTELSON & ASSOCIATES, INC.
STE 303
202 E SPOKANE FALLS BLVD
SPOKANE WA 99202-1612

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2025

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KITTASS Kittelson & Associates, Inc. 225 E Robinson St Ste 355 Orlando FL 32801-4326	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Hanover Insurance Company — 22292 **INSURER B :** Allmerica Financial Benefit Ins Co — 41840 **INSURER C :** XL Specialty Insurance Company — 37885 **INSURER D :** The Hanover American Insurance Company — 36064 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 691329768 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			ZZ2D78128006	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AW2D78128707	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			UH2D78128107	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WM2D78128906	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Incl. Pollution			DPR5038158	1/1/2025	1/1/2026	Per Claim Aggregate	$5,000,000 $5,000,000

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

Proof of Insurance.

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: ZZ2D781280

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): BLANKET ADDTIONAL INSURED PER WRITTEN AGREEMENT, CONTRACT OR PERMIT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy;

(3) Your maintenance, operation or use of equipment leased to you; or

(4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:

(a) This Coverage Part provides such coverage; and

(b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by"' in paragraph **a.** above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

(a) The additional insured is a Named Insured under such other insurance; and

(b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

(1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

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(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph **A.a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(a) For the sole negligence of the Additional Insured;

(b) When the Additional Insured is an Additional Insured under another primary liability policy; or

(c) When **(2)** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **(3)** below.

(2) Excess Insurance

(a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(b) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method Of Sharing

(a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

(b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WM2 D781289 of the

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) $

_____

_____
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AZ, DE, DC, FL, GA, ID, IL, IN, KS, MD, MA, MO, NY, NC, OR,

PA, TN, VA, WI

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
APPLIES AS BLANKET WAIVER FOR THOSE HAVING A WRITTEN CONTRACT WITH THE POLICY-HOLDER REQUIRING WOS FOR WC POLICYHOLDER EMPLOYEES.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. WM2 D781289 | Endorsement No.
Insured | Insurance Company

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person or organization
   ☐ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WM2 D781289 Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS – ESG		

Agenda Wording

Acceptance of HUD ESG allocation of $267,764

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2025 ESG allocation is $267,764 ESG funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 576.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This funding source must align with the 2025-2029 Consolidated Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $267,764
Current Year Cost	$ $267,764
Subsequent Year(s) Cost	$

Narrative

Acceptance of annual formula grant (PY25 CDBG, HOME, ESG) from HUD.

Amount		Budget Account
Revenue	$ 267,764.00	# 1540-95573-99999-33114-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

This is an annual formula grant from HUD This is an annual formula grant from HUD This is an annual formula grant from HUD

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head		ACCOUNTING -	BROWN, SKYLER
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Spokane 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3301	12. Assistance listing number and title: 14.231, Emergency Solutions Grants Program
2. Recipient's Unique Entity Identifier: PDNCLY8MYJN3	13. Amount of federal funds obligated by this action: $267,764.00
3. Tax identification number: 916001280	14. Total amount of federal funds obligated: $267,764.00
4. Federal Award Identification Number (FAIN): E25MC530006	15. Total approved cost sharing (if applicable): $267,764.00 (See Addendum 2)
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $535,528.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 11371 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. 576
23. Federal award description: The Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Emergency Solutions Grants program statute 42 U.S.C. 11371 et seq., the program regulations at 24 C.F.R. § 576 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:
   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter*. Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.231, Emergency Solutions Grants Program

1. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in Box 6 (whichever is latest).

2. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 C.F.R. Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

3. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent.

4. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 C.F.R. 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

5. Cost sharing is defined in 2 C.F.R. Part 200 to include match, which is the required level of cost share that must be provided. Box 15 reflects the total match amount the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/10/2025		**Date Rec'd**	10/15/2025
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS – CDBG		

Agenda Wording

Acceptance of HUD funds for CDBG in amount of $3,017,244

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2025 CDBG allocation is $3,017,244. CDBG grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This funding source must align with the 2025-2029 Consolidated Plan.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $3,017,244
Current Year Cost	**$** $3,017,244
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** 3,017,244.00	**#** 1690-95576-99999-33114-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

This is an annual formula grant from HUD

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head		**ACCOUNTING -**	BROWN, SKYLER
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
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chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Spokane 808 W SPOKANE FALLS BLVD Spokane, WA 99201-3333	12. Assistance listing number and title: • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: PDNCLY8MYJN3	13. Amount of federal funds obligated by this action: $3,017,244.00
3. Tax identification number: 916001280	14. Total amount of federal funds obligated: $3,017,244.00
4. Federal Award Identification Number (FAIN): B25MC530006	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $3,017,244.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review*. The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use*. The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act*. The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	$3,017,244.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/10/2025		**Date Rec'd**	10/15/2025
		Clerk's File #	OPR 2025-0086
		Cross Ref #	
		Project #	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	CR 27788
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CDBG NORTHEAST COMMUNITY CENTER COVERED WALKWAY PROJECT-		

Agenda Wording

Request to increase the awarded $120,000 in CDBG funds to $150,979.

Summary (Background)

NECC was initially awarded $120,000 in CDBG funds for their covered walkway project connecting the main facility to the health center. However, after receiving bids, the lowest bid came in significantly over the original budget. NECC was able to cover part of the additional cost but requested an extra $30,979 in CDBG funds to help cover the total expenses. With the budget increase the total project cost is $150,979.00. The Affordable Housing Committee approved the request for additional funds at the July 1, 2025, meeting. The CHHS Board approved the increase on July 2, 2025.

What impacts would the proposal have on historically excluded communities?

CDBG supports households earning less than 80% AMI.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

CDBG follows HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for CDBG.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Each year an annual performance report is published regarding the effectiveness of CDBG funded projects. Changes are made to projects to increase effectiveness during each contract term.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The CDBG funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2025 Annual Action Plan required by HUD.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,979
Current Year Cost	$ 150,979
Subsequent Year(s) Cost	$

Narrative

Funds utilized are a part of the City of Spokane's CDBG formula grant allocation from HUD. The City issues awards to eligible subrecipients to carry out the activities of the grants.

Amount		Budget Account
Expense	$ 30,979	# 1690-95576-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

CDBG: $3,017,244.00 1690

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head		ACCOUNTING -	BROWN, SKYLER
Division Director		PURCHASING	
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	1680- CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS- HOME		

Agenda Wording

HUD allocation of $1,138,478.43 for HOME Investment funds

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2025 HOME allocation is $1,138,478.43 HOME grants funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 92.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This funding source must align with the 2025-2029 Consolidated Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $1,138,478.43
Current Year Cost	$ $1,138,478.43
Subsequent Year(s) Cost	$

Narrative

Acceptance of annual formula grant (PY25 CDBG, HOME, ESG) from HUD.

Amount		Budget Account
Revenue	$ 1,138,478.43	# 1710-95579-99999-33114-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

This is an annual formula grant from HUD

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head		ACCOUNTING -	BROWN, SKYLER
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Spokane 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3301	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: PDNCLY8MYJN3	13. Amount of federal funds obligated by this action: $1,138,478.43
3. Tax identification number: 916001280	14. Total amount of federal funds obligated: $1,138,478.43
4. Federal Award Identification Number (FAIN): M25MC530201	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $1,138,478.43
6. Period of performance start and end date: - 09/30/2034	17. Budget approved by HUD:
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter*. Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term "recipient" shall have the meaning of "grantee", "participating jurisdiction" as defined in 24 C.F.R. 92.2., or "insular area" as defined in 24 C.F.R. 92.2.

2. *Community Housing Development Organizations (CHDOs).* When 42 U.S.C. 12771(b) is suspended by a given year's appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient's HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.

3. *Commitment.* When 42 U.S.C. 12749(g) is suspended by a given year's appropriations, the Recipient's ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.

4. *Deobligations.* To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

5. *State Environmental Review.* If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.

6. *Reallocations.* All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent.

7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.

8. *Cost Sharing.* This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient's award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

9. *Funding Information*:

Source of Funds	Appropriation Code	PAS Code	Amount
2023	*86 3/6 0205*	*HMF (M)*	$5,656.43
2024	*86 4/7 0205*	*HMF (N)*	$4,245.43
2025	*86 5/8 0205*	*HMF (P)*	*$1,128,576.57*

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).