



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

January 13, 2015

Mr. Thomas Richardson
City of Millwood
9103 E. Frederick Ave.
Spokane, WA 99206

RE: INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
MILLWOOD AND THE CITY OF SPOKANE FOR HEARING EXAMINER
SERVICES

Enclosed for your records is a fully executed duplicate original of the above-referenced Agreement. Section 14 of the Agreement, "Recording," indicates: "This Agreement shall be recorded with the Spokane County Auditor after its approval by both Parties." The Spokane City Clerk's does not plan to file this agreement with the Spokane County Auditor. Rather, alternatively, as provided under RCW 39.34.040, the Spokane City Clerk's Office will post and list the agreement by subject under "Adopted Interlocal Agreements" on the City of Spokane's website (<https://beta.spokanecity.org/administrative/>).

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Terri L. Pfister, MMC
Spokane City Clerk

Encl.



Agenda Sheet for City Council Meeting of:
01/05/2015

Date Rec'd	12/22/2014
Clerk's File #	OPR 2015-0007
Renews #	OPR 2009-0940

Submitting Dept	HEARING EXAMINER	Cross Ref #	
Contact Name/Phone	BRIAN MCGINN 6010	Project #	
Contact E-Mail	BMCGINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0570, INTERLOCAL WITH CITY OF MILLWOOD FOR HEARING EXAMINER SVCS.		

Agenda Wording

Interlocal cooperation Agreement between the City of Millwood and the City of Spokane for Hearing Examiner services.

Summary (Background)

The City of Millwood at this time does not have a Hearing Examiner and has requested the City of Spokane's Hearing Examiner to conduct administrative and quasi-judicial hearings on land use matters. The Hearing Examiner believes that he can hold hearings for the City of Millwood without interfering with his Spokane work load. The City of Millwood agrees to pay for such services at the rate of \$125.00 per hour plus reimbursement for travel in accordance with the City's current mileage rate.

Fiscal Impact	Budget Account
Revenue \$ 125.00 hr	# 0570-51500-99999-33810
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	
Division Director		Other	
Finance	LESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	areid@spokanecity.org <i>5 J Faught</i>	
For the Mayor	SANDERS, THERESA	millwoodplanner@comcast.net	
Additional Approvals		State Auditor	
Purchasing		Mail original to: Thomas Richardson	
		City of Millwood	
		9103 E. Frederick Ave.	
		Spokane, WA 99206	

APPROVED BY SPOKANE CITY COUNCIL ON

1/5/2015
[Signature]
SPOKANE CITY CLERK

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, Washington 99201

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF SPOKANE AND THE CITY OF MILLWOOD
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF MILLWOOD, a Washington State municipal corporation, as "Millwood", and the CITY OF SPOKANE, a Washington State municipal corporation, as "City", jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Millwood, at this time does not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Millwood government; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for another government entity to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, the Hearing Examiner is a City employee and serves the City of Spokane in that capacity; and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters;
-- Now, Therefore,

The Parties agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Millwood to conduct administrative and quasi-judicial hearings.
2. COMPENSATION. Millwood agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number of hours worked

and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Millwood when performing services pursuant to this Agreement.

3. PAYMENT. Millwood shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. AUTHORIZATION FOR SERVICES. The Mayor of Millwood shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.

5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Millwood. This Agreement is not exclusive and Millwood may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.

6. DURATION. This Agreement is effective upon signature by both parties and filing as required by law and shall run until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Millwood understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Millwood. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Millwood.

8. ADMINISTRATIVE SUPPORT. Millwood shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. If the Hearing Examiner uses his own secretary, for secretarial support, secretarial support time will be billed to Millwood at a rate of THIRTY AND NO/100 DOLLARS (\$30.00) per hour.

9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

10. LEGAL RELATIONS AND INDEMNIFICATION. Millwood shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Millwood, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Millwood.

11. TERMINATION. If the Agreement is terminated, Millwood shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.

12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

14. RECORDING. This Agreement shall be recorded with the Spokane County Auditor after its approval by both Parties,

15. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 6 above.

C. Organization of Separate Entity and Its Powers. See Section 9 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. See Section 14 above.

F. Financing. See Section 2 above.

G. Termination. See Section 11 above.

H. Property upon Termination. No property acquisitions expected, see Section 9 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement:

Dated this 9th day of December, 2014

CITY OF MILLWOOD, WASHINGTON

[Signature]
(Name)

(Name)

(Name)

Dated this 9th day of January, 2015

CITY OF SPOKANE, WASHINGTON

By [Signature]
David A. Condon
Mayor
City of Spokane

Attest: [Signature]
City Clerk

Attest: [Signature]
Spokane City Clerk

Approved as to form:

By [Signature]
Assistant City Attorney

