

01-13-15



Agenda Sheet for City Council Meeting of:

01/05/2015

Date Rec'd	12/22/2014
Clerk's File #	OPR 2015-0009
Renews #	OPR 2012-0020
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HEARING EXAMINER
Contact Name/Phone	BRIAN MCGINN 6010
Contact E-Mail	BMCGINN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0570, INTERLOCAL WITH CITY OF CHENEY FOR HEARING EXAMINER SVCS.

Agenda Wording

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

Summary (Background)

The City of Cheney 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 Cheney without interfering with his Spokane work load. The City of Cheney 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
Select	\$
Select	\$
Select	\$

#	0570-51500-99999-33810
#	
#	
#	

Approvals

Council Notifications

Dept Head	DALTON, PAT
Division Director	
Finance	LESESNE, MICHELE
Legal	WHALEY, HUNT
For the Mayor	SANDERS, THERESA

Study Session	
Other	
Distribution List	
	areid@spokanecity.org ; j faught
	dgaffney@cityofcheney.org

Additional Approvals

Purchasing

State Auditor
 Mail original to: Debbie Gaffney, Finance Dept.
 City of Cheney
 609 2nd St.
 Cheney, WA 99004

APPROVED BY SPOKANE CITY COUNCIL ON

1/5/2015

 SPOKANE CITY CLERK

#9c

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 CHENEY
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF CHENEY, a Washington State municipal corporation, as "Cheney", 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, Cheney, 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 Cheney 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 Cheney to conduct administrative and quasi-judicial hearings.
2. COMPENSATION. Cheney 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 Cheney when performing services pursuant to this Agreement.

3. PAYMENT. Cheney 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 Cheney 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 Cheney. This Agreement is not exclusive and Cheney 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. Cheney 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 Cheney. 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 Cheney.

8. ADMINISTRATIVE SUPPORT. Cheney 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 Cheney 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. Cheney 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 Cheney, 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 Cheney.

11. TERMINATION. If the Agreement is terminated, Cheney 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.

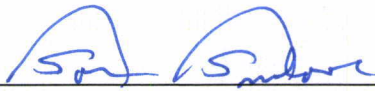
G. Termination. See Section 11 above.

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

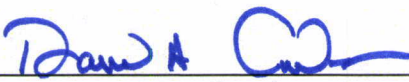
CITY OF CHENEY, WASHINGTON



Mayor

Dated this 9th day of January, 2015

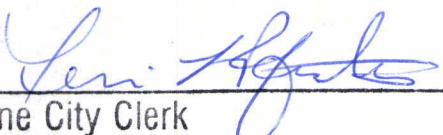
CITY OF SPOKANE, WASHINGTON

By 

David A. Condon
Mayor
City of Spokane

Attest: 

City Clerk

Attest: 

Spokane City Clerk

Approved as to form:

By 

Assistant City Attorney

