



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

January 13, 2015

Mr. Richard Cook, Clerk-Treasurer  
City of Airway Heights  
1208 S. Lundstrom  
Airway Heights, WA 99001

RE: INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF  
AIRWAY HEIGHTS 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.

01/13/15  
SOS



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

<b>Date Rec'd</b>	12/22/2014
<b>Clerk's File #</b>	OPR 2015-0010
<b>Renews #</b>	OPR 2012-0365

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

**Agenda Wording**

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

**Summary (Background)**

The City of Airway Heights 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. The Hearing Examiner believes that he can hold hearings for the City of Airway Heights without interfering with his Spokane work load. The City of Airway Heights 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.

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCGINN, BRIAN	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	areid@spokanecity.org ; J Fauglt	
<b>For the Mayor</b>	SANDERS, THERESA	rcook@cawh.org	
<b>Additional Approvals</b>		State Auditor	
<b>Purchasing</b>		Mail original to: Richard Cook, Clerk-Treasurer	
		City of Airway Heights	
		1208 S. Lundstrom	
		Airway Heights, WA 99001	

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 AIRWAY HEIGHTS  
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF AIRWAY HEIGHTS, a Washington State municipal corporation, as "Airway Heights", 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, Airway Heights 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 Airway Heights 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 Airway Heights to conduct administrative and quasi-judicial hearings.

2. COMPENSATION. Airway Heights 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 Airway Heights when performing services pursuant to this Agreement.
3. PAYMENT. Airway Heights 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 City Manager of the City of Airway Heights 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 Airway Heights. This Agreement is not exclusive and Airway Heights 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. Airway Heights 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 Airway Heights. 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 Airway Heights.
8. ADMINISTRATIVE SUPPORT. Airway Heights 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 Airway Heights 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. Airway Heights 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 Airway Heights, 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 Airway Heights.

11. TERMINATION. If the Agreement is terminated, Airway Heights 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 15<sup>th</sup> day of December 2014

CITY OF AIRWAY HEIGHTS, WASHINGTON

Albert Tripp  
 (Name)  
 CITY MANAGER

(Name)  
 ATTEST:  
Richard G Cook  
 (Name)  
 CLERK - TREASURER

Dated this 12<sup>th</sup> day of January 2015

CITY OF SPOKANE, WASHINGTON

By David A. Cawson  
~~City Administrator~~ Mayor

Attest: [Signature]  
 City Clerk

Approved as to form:

By [Signature]  
 Assistant City Attorney

