



**Agenda Sheet for City Council Meeting of:**  
04/11/2016

<b>Date Rec'd</b>	12/16/2014
<b>Clerk's File #</b>	OPR 2016-0307
<b>Renews #</b>	OPR2015-0386
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HEARING EXAMINER
<b>Contact Name/Phone</b>	BRIAN MCGINN 6010
<b>Contact E-Mail</b>	BMCGINN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0570, INTERLOCAL WITH SPOKANE COUNTY FOR HEARING EXAMINER SVCS.

**Agenda Wording**

Interlocal cooperation Agreement between the Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2016, and running through December 31, 2016.

**Summary (Background)**

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$137.32 per hour or at a negotiated rate . . .

<b>Fiscal Impact</b>		<b>Budget Account</b>
Revenue	\$ 137.32 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>	KECK, KATHLEEN	<b>Distribution List</b>
<b>Legal</b>	DALTON, PAT	areid@spokanecity.org
<b>For the Mayor</b>	SANDERS, THERESA	MDempsey@spokanecounty.org
<b>Additional Approvals</b>		GVASQUEZ@spokanecounty.org
<b>Purchasing</b>		State Auditor

APPROVED BY  
SPOKANE CITY COUNCIL:

4/11/2016  
  
CITY CLERK

#7



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

This interlocal relationship has been in effect since 1996.

### **Fiscal Impact**

Select \$

### **Budget Account**

#

Select \$

#

### **Distribution List**


28  
Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, Washington 99201

City Clerk's No. 2016-0307

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

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County", and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties",

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the

duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED THIRTY SEVEN AND 32/100 DOLLARS (\$137.32) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2016, and run through December 31, 2016, unless terminated sooner. The parties acknowledge that the

availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.

9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

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 hereto, or posted on each of the parties' websites.

14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 15th day of March 2016.



ATTEST:

Ginna Vasquez  
Ginna Vasquez  
Clerk of the Board

Shelly O'Quinn  
Shelly O'Quinn, Chair

**ABSENT**

Al French, Vice-Chair

Nancy McLaughlin  
Nancy McLaughlin, Commissioner  
**16 - 0216**

Date: 4-25-16

CITY OF SPOKANE

By: David A. Condon

Title: MAYOR

Attest:

Leri H. Harte  
City Clerk



Approved as to form:

By: [Signature]  
Assistant City Attorney

16-045



NO. 16-0216

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
COOPERATION AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2016 through December 31, 2016 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED THIRTY-SEVEN AND 32/100 DOLLARS (\$137.32) an hour, or at a rate or sum as the Parties may mutually agree.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of March, 2016.

ATTEST:



*Ginna Vasquez*  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Shelly O'Quinn*  
SHELLY O'QUINN, Chair

**ABSENT**

AL FRENCH, Vice-Chair

*Nancy McLaughlin*  
NANCY McLAUGHLIN, Commissioner



**Agenda Sheet for City Council Meeting of:**  
05/11/2015

<b>Date Rec'd</b>	12/16/2014
<b>Clerk's File #</b>	OPR 2015-0386
<b>Renews #</b>	OPR 2014-0424
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HEARING EXAMINER
<b>Contact Name/Phone</b>	BRIAN MCGINN 6010
<b>Contact E-Mail</b>	BMCGINN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0570, INTERLOCAL WITH SPOKANE COUNTY FOR HEARING EXAMINER SVCS.

**Agenda Wording**

Interlocal Cooperation Agreement between the Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2015, and running through December 31, 2015.

**Summary (Background)**

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$139.65 per hour or at a negotiated rate . . .

**Fiscal Impact**

Revenue	\$ Varies
Select	\$
Select	\$
Select	\$

**Budget Account**

# 0570-51500-99999-34199
#
#
#

**Approvals**

<b><u>Dept Head</u></b>	DALTON, PAT
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	SALSTROM, JOHN
<b><u>Legal</u></b>	WHALEY, HUNT
<b><u>For the Mayor</u></b>	SANDERS, THERESA

**Council Notifications**

<b><u>Study Session</u></b>	
<b><u>Other</u></b>	

**Distribution List**

areid@spokanecity.org
MDempsey@spokanecounty.org
GVASQUEZ@spokanecounty.org

**Additional Approvals**

<b><u>Purchasing</u></b>	State Auditor

APPROVED  
BY SPOKANE CITY COUNCIL on

5/11/2015  
*[Signature]*  
SPOKANE CITY CLERK



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

This interlocal relationship has been in effect since 1996.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


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

City Clerk's No. OPR 2015-0386

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

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County", and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties",

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED THIRTY NINE AND 65/100 DOLLARS (\$139.65) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2015, and run through December 31, 2015, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.



- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.

9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

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 hereto, or posted on each of the parties' websites.

14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 21st day of April 2015.



ATTEST:

Ginna Vasquez  
Ginna Vasquez  
Interim Clerk of the Board

Todd Mielke  
Todd Mielke, Chair  
Shelly O'Quinn  
Shelly O'Quinn, Vice-Chair  
Al French  
Al French, Commissioner

Date: 05/26/2015

CITY OF SPOKANE

By: David A. Condon  
David A. Condon  
Title: Mayor  
City of Spokane

Attest:

Laura J. Janssen  
City Clerk (Acting)

Approved as to form:

By: J. M. Whaley  
Assistant City Attorney



15-078



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
COOPERATION AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2015 through December 31, 2015 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED THIRTY-NINE AND 65/100 DOLLARS (\$139.65) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 21st day of April 2014.



ATTEST:

*Ginna Vasquez*  
Ginna Vasquez, Interim Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Todd Mielke*  
TODD MIELKE, CHAIR

*Shelly O'Quinn*  
SHELLY O'QUINN, VICE CHAIR

*Al French*  
AL FRENCH, COMMISSIONER

06/02/14  
SSB



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	OPR 2014-0424
<b>Renews #</b>	OPR 2013-0248

<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>	BMGINN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	INTERLOCAL WITH COUNTY FOR HEARING EXAMINER SERVICES		

**Agenda Wording**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2014, and running through December 31, 2014.

**Summary (Background)**

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$128.05 per hour or at a negotiated rate . . .

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCGINN, BRIAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	areid@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	MDempsey@spokanecounty.org	
<b><u>Additional Approvals</u></b>		DErickson@spokanecounty.org	
<b><u>Purchasing</u></b>		State Auditor	

APPROVED BY SPOKANE CITY COUNCIL ON

6/2/2014  
  
SPOKANE CITY CLERK



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

This interlocal relationship has been in effect since 1996.

**Fiscal Impact**

Select     \$

Select     \$

**Budget Account**

#

#

**Distribution List**


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

City Clerk's No. OPR 2014-0424

*14-0238*

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

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County", and the CITY OF SPOKANE, a Washington municipal corporation, as "City," jointly referred to hereinafter as the "parties",

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED TWENTY EIGHT AND 5/100 DOLLARS (\$128.05) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2014, and run through December 31, 2014, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

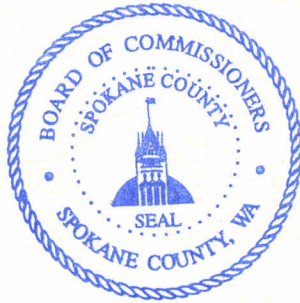
8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.
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 hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 18th day of March, 2014.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Al French  
Al French, Chair

ATTEST:

Todd Mielke  
Todd Mielke, Vice-Chair

Daniela Erickson  
Daniela Erickson  
Clerk of the Board

Shelly O'Quinn  
Shelly O'Quinn, Commissioner

Date: 06-04-14

CITY OF SPOKANE

By: David A. Condon

Title: David A. Condon  
Mayor  
City of Spokane

Attest:

Greenhaus  
City Clerk (Acting)

Approved as to form:


By: John Lebel  
Assistant City Attorney



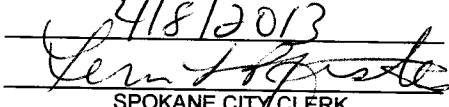
14-065



04/12/13  
SJS

 <b>Agenda Sheet for City Council Meeting of:</b> 04/08/2013		<b>Date Rec'd</b> 3/27/2013
		<b>Clerk's File #</b> OPR 2013-0248
		<b>Renews #</b> OPR 2012-0222
<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 SPOKANE COUNTY HEARING EXAMINER	
<b>Agenda Wording</b>  Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2013 and run through December 31, 2013.		
<b>Summary (Background)</b>  There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$121.86 per hour or at a negotiated rate. . . .		
<b>Fiscal Impact</b>		<b>Budget Account</b>
Revenue	\$ VARIES	# 0570-51500-99999-34199
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>	BURNS, BARBARA	areid@spokanecity.org
<b>For the Mayor</b>	SANDERS, THERESA	MDempsey@spokanecounty.org
<b>Additional Approvals</b>		DErickson@spokanecounty.org
<b>Purchasing</b>		State Auditor

APPROVED BY SPOKANE CITY COUNCIL ON

4/8/2013  
  
 SPOKANE CITY CLERK



## Summary (Background)

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

[illegible]

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

City Clerk's No. OPR 2013-0248

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

*13-0288*

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City," jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED TWENTY ONE AND 86/100 DOLLARS (\$121.86) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin January 1, 2013, and run through January 31, 2014, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
- F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this  
19th day of March, 2013.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

[Signature]  
SHELLY O'QUINN, Chair

ATTEST:

Absent  
AL FRENCH, Vice-Chair

[Signature]  
Daniela Erickson 13-0288  
Clerk of the Board

[Signature]  
TODD MIELKE, Commissioner

Date: 4-12-13

CITY OF SPOKANE

By: [Signature]  
Title: David A. Condon (04.12.13)  
Mayor  
City of Spokane

Attest:

[Signature]  
City Clerk

Approved as to form:

By: [Signature]  
Assistant City Attorney



13-075

NO. 13-0288

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
COOPERATION AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

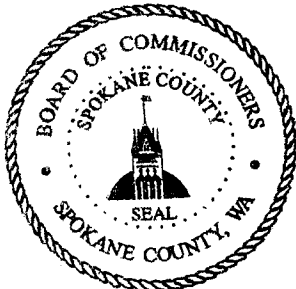
**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2013 through January 31, 2014 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED TWENTY-ONE AND 86/100 DOLLARS (\$121.86) an hour, or at a rate or sum as the Parties may mutually agree.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of March 2013.

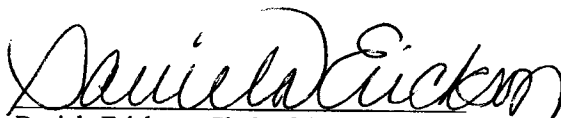
ATTEST:



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

  
SHELLY O'QUINN, CHAIR

  
AL FRENCH, VICE CHAIR

  
Daniela Erickson, Clerk of the Board

  
TODD MIELKE, COMMISSIONER



04-04-12  
200



**Agenda Sheet for City Council Meeting of:**  
03/26/2012

<b>Date Rec'd</b>	3/14/2012
<b>Clerk's File #</b>	OPR 2012-0222
<b>Renews #</b>	OPR 2011-0194

<b>Submitting Dept</b>	HEARING EXAMINER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	GREG SMITH 6010	<b>Project #</b>	
<b>Contact E-Mail</b>	GSMITH@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0570, INTERLOCAL WITH SPOKANE COUNTY HEARING EXAMINER		

**Agenda Wording**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2012 and run through December 31, 2012.

**Summary (Background)**

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$113.29 per hour or at a negotiated rate. . . .

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SMITH, GREG	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA	areid@spokanecity.org	
<b>For the Mayor</b>	FEIST, MARLENE	MDempsey@spokanecounty.org	
<b>Additional Approvals</b>		DErickson@spokanecounty.org	
<b>Purchasing</b>		State Auditor	

APPROVED BY SPOKANE CITY COUNCIL

on  
3/26/2012  
*[Signature]*  
SPOKANE CITY CLERK

### Continuation of Wording, Summary, and Distribution

**Agenda Item Name:** 0570, INTERLOCAL WITH SPOKANE COUNTY HEARING EXAMINER

**Agenda Wording** (630 character max)

--	--

**Summary (Background)** (870 character max)

This interlocal relationship has been in effect since 1996.	
---	--

#### Fiscal Impact

Select	\$	
Select	\$	
Select	\$	
Select	\$	

#### Budget Account

#	
#	
#	
#	

#### Distribution List


Save

Cancel

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

City Clerk's No. 2012-0222

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

*12 - 0136*

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.
2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED THIRTEEN AND 29/100 DOLLARS (\$113.29) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.
4. DURATION. This agreement shall begin January 1, 2012, and run through December 31, 2012, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 14th day of February, 2012.



ATTEST:

Daniela Erickson  
Daniela Erickson 12-0136  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Todd Mielke  
TODD MIELKE, Chair

Mark Richard  
MARK RICHARD, Vice-Chair

Al French  
AL FRENCH, Commissioner

Date: 04.03.2012

CITY OF SPOKANE

By: David A. Condon  
Title: David A. Condon  
Mayor  
City of Spokane

Attest:

Lawrence  
City Clerk (Acting)

Approved as to form:

By: B. Burns  
Assistant City Attorney



12-036

NO. 12-0136

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2012 )  
INTERLOCAL AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and


**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2012 through the end of calendar year 2012 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED THIRTEEN AND 29/100 DOLLARS (\$113.29) an hour, or at a rate or sum as the Parties may mutually agree.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of February 2012.

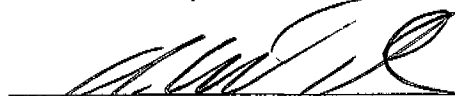



ATTEST:

  
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

  
TODD MIELKE, Chair

  
MARK RICHARD, Vice Chair

  
AL FRENCH, Commissioner





March 29, 2011



OPR 2011-0194

COUNCIL ACTION MEMORANDUM

RE: APPROVAL OF MARCH 28, 2011, CONSENT AGENDA ITEMS

During the Spokane City Council 3:30 p.m. Administrative Session held Monday, March 28, 2011, upon consideration of the March 28 Consent Agenda, the following actions were taken:

**Motion** by Council Member Corker, seconded by Council Member Rush, to suspend the (Council) Rules; **carried unanimously (Council Member Waldref absent).**

**Motion** by Council Member Corker, seconded by Council Member Rush, to add OPR 11-216 (Contract with Willis of Seattle, Inc. as Broker of Record for the City of Spokane) to the March 28, 2011, Current Consent Agenda; **carried 5-1 (Council Member Apple voting "no" and Council Member Waldref absent).**

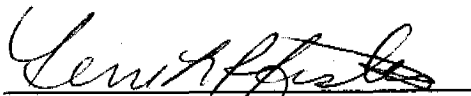
**Motion** by Council Member Corker, seconded by Council Member Rush, to approve (staff recommendations for) the following; **carried unanimously (Council Member Waldref absent):**

1. Clarification of funding arrangement of Contract with Washington State Department of Transportation for Havana Street Bridge Project—\$6,222,479. (PRO 05-28; ENG 2004062)
2. Low Bid Contract with Planned and Engineered Construction, Inc. (Helena, MT) for Cure In Place Pipe 2011 Sewer Rehabilitation—\$340,000 (plus tax). An administrative reserve of \$34,000 (plus sales tax), which is 10% of the contract price plus sales tax, will be set aside. (PRO 11-08; ENG 2011048)
3. Interlocal Agreement with Spokane County and the Spokane County Sheriff for detention and correction services beginning January 1, 2010 through December 31, 2012—\$6,100,000. (OPR 11-193)
- ④ 4. Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2011 through December 31, 2011. (OPR 11-194)

5. Agreement with Downtown Spokane Partnership to provide the public with City Police evening bicycle patrol services in the downtown Spokane area from April 1, 2011 through September 30, 2011—maximum revenue is \$50,000. (OPR 11-195)
6. Contract Extension with Pacific Steel and Recycling (Spokane, WA) from May 1, 2011 to April 30, 2012, for processing and marketing of scrap metals collected at the Waste-to-Energy Facility and two transfer stations—estimated revenue of \$175,000. (OPR 09-359)
7. Second Contract Extension with DEECO, Inc. (Raleigh, NC) through December 31, 2011, for annual compliance testing for the Waste-to-Energy Facility—not to exceed \$105,996. (OPR 09-449)
8. Report of the Mayor of pending:
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 21, 2011, total \$4,292,891.99 (Warrant Nos. 424393-424758; ACH Payment Nos. 3258-3317), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,184,558.19. (CPR 11-02)
  - b. Payroll claims of previously approved obligations through March 19, 2011: \$5,664,514.50 (Warrant Nos. 477345-477738). (CPR 11-03)
9. (OPR 11-216 – Contract with Willis of Seattle, Inc., was considered separately. See Council action below.)

**Contract with Willis of Seattle, Inc. (OPR 11-216) (taken separately)**

**Motion** by Council Member Corker, seconded by Council Member Rush, to approve (and authorize contract) with Willis of Seattle, Inc. (Seattle, WA) as Broker of Record for the City of Spokane for three years from April 1, 2011 through March 31, 2014, with the option for a two-year extension—\$50,000 per year; **carried 5-1 (Council Member Apple voting “no” and Council Member Waldref absent).**



Terri L. Pfister, MMC  
Spokane City Clerk



# Agenda Sheet for City Council Meeting of\*

03/28/2011

Status: CLERK REVIEW

Date Rec'd  
(Clerk use only)

11/03/2010

Clerk's File #

OPR 2011-0194

Renews #

OPR 2010-0092

Submitting Dept\*:

HEARING EXAMINER

Cross Ref #

Contact Name & Phone\*:

GREG SMITH

6010

Project #

Contact E-Mail\*

GSMITH@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? ☒

Contract Item

Requisition #

Agenda Item Name: Begin with Dept # 0570, INTERLOCAL WITH SPOKANE COUNTY HEARING EXAMINER

Agenda Wording\*: 114 character max) ☐ Additional attached?

Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services commencing January 1, 2011 through December 31, 2011.

Summary (Background)\*: 8 character max.) ☐ Additional attached?

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$122.75 per hour or at a negotiated rate. . . .

Fiscal Impact

Budget Account ☐ Additional attached?

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals

Council Notifications (Date)

Dept Head

SMITH, GREG

Study Session

Division Director

Other

Finance

LESESNE, MICHELE

Distribution List (Emails preferred) ☐ Additional?

Legal

BURNS, BARBARA

areid@spokanecity.org

For the Mayor

FEIST, MARLENE

MDempsey@spokanecounty.org

Additional Approvals

DErickson@spokanecounty.org

Purchasing

State Auditor

Select Dept 1

Select Dept 2

Select Dept 3

Save

Cancel

View Related Documents

# Continuation of Wording, Summary, and Distribution

**Agenda Item Name:** 0570, INTERLOCAL WITH SPOKANE COUNTY HEARING EXAMINER

**Agenda Wording** (630 character max)

**Summary (Background)** (811 character max)

This interlocal relationship has been in effect since 1996.

## Fiscal Impact

Select	\$	
Select	\$	
Select	\$	
Select	\$	

## Budget Account

#	
#	
#	
#	

## Distribution List


Save | Cancel

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

City Clerk's No. OPR 2011-0194

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

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED TWENTY TWO AND 75/100 DOLLARS (\$122.75) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin January 1, 2011, and run through December 31, 2011, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.



IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this  
22nd day of February, 2011.



ATTEST:

Daniela Erickson

Daniela Erickson 11-0171  
Clerk of the Board

Al French  
Al French, Chair

Todd Mielke  
Todd Mielke, Vice-Chair

Absent  
Mark Richard, Commissioner

Date: 3/31/11

CITY OF SPOKANE

By: Thomas F. Danek, Jr.  
Title: Thomas F. Danek, Jr.  
City Administrator  
City of Spokane

Attest:

Len H. Hyslop  
City Clerk



Approved as to form:

By: B. Burns  
Assistant City Attorney

11-039

# RECEIVED

FEB 18 2010

AgSHT01-18-2006

CITY CLERK'S OFFICE SPOKANE, WA



03/04/10

## AGENDA SHEET FOR COUNCIL MEETING OF: MARCH 8, 2010

Submitting Dept.  
Hearing Examiner

Contact Person/Phone No.  
Greg Smith - 6010

Council Sponsor  
Joe Shogan

### ADMINISTRATIVE SESSION

- o Contract
- o Report
- o Claims

### LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

### CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2010-0092

OPR 2008-0936

### STANDING COMMITTEES (Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

### AGENDA WORDING:

(If contract, include the term.)

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2010, and run through December 31, 2010.

### BACKGROUND:

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-term hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-term on an in-kind basis, or agree to pay for such services at a rate of \$113.00 per hour or at a negotiated rate. This interlocal relationship has been in effect since 1996.

### RECOMMENDATION: Approve Contract

Fiscal Impact:	Budget
• N/A	• N/A
o Expenditure: \$ Dependent upon	#
o Revenue: \$ services rendered	#
• Budget Neutral	

### ATTACHMENTS: Include in Packets: Interlocal Agreement two originals

### SIGNATURES:

Greg Smith

Division Director

Finance  
Council President

Legal

For the Mayor

### DISTRIBUTION:

City Hearing Examiner – Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3<sup>rd</sup> Floor, 99260  
Daniela Erickson, Clerk of the Board, Spokane County Commissioners, 1116 W. Broadway  
State Auditor

### COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:  
March 4, 2010  
  
CITY CLERK

10-0121

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

City Clerk's No. DPR 2010-0092

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

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**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

10-0121

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$113.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin January 1, 2010, and run through December 31, 2010, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

10-0121

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

10-0121

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington  
this 2nd day of February, 2010.



ATTEST:

**ABSENT**

Mark Richard, Chair

Bonnie Mager  
Bonnie Mager, Vice-Chair

Daniela Erickson  
Daniela Erickson  
Clerk of the Board

Todd Mielke  
Todd Mielke, Commissioner

Dated this 4<sup>th</sup> day of March, 2010

CITY OF SPOKANE

By: [Signature]

Title: Thomas F. Danek, Jr.  
City Administrator  
City of Spokane

Attest:

[Signature]  
City Clerk

Approved as to form:

By: [Signature]  
Assistant City Attorney



10-032

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2010 )  
INTERLOCAL AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )

R E S O L U T I O N

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2010 through the end of calendar year 2010 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED THIRTEEN AND 00/100 DOLLARS (\$113.00) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 2<sup>nd</sup> day of February, 2010.



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

**ABSENT**

MARK RICHARD, Chair

  
BONNIE MAGER, Vice Chair

  
Daniela Erickson, Clerk of the Board

  
TODD MIELKE, Commissioner





## AGENDA SHEET FOR COUNCIL MEETING OF: APRIL 13, 2009

Submitting Dept.  
Hearing Examiner

Contact Person/Phone No.  
Greg Smith - 6010

Council Sponsor  
Joe Shogan

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

### CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2009-0300  
OPR 2008-0936  
OPR 2006 0605

### STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

### AGENDA WORDING:

(If contract, include the term.)

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2009, and run through December 31, 2009.

### BACKGROUND:

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$133.74 per hour or at a negotiated rate. This interlocal relationship has been in effect since 1996.

### RECOMMENDATION:

Approve Contract

Fiscal Impact:	Budget
o N/A	o N/A
o Expenditure: \$ Dependent upon	#
o Revenue: \$ services rendered	#
• Budget Neutral	

### ATTACHMENTS:

Include in Packets: Agreement  
Interlocal Agreement two originals

### SIGNATURES:

Greg Smith

Division Director

Finance

Legal

For the Mayor

Council President

### DISTRIBUTION:

City Hearing Examiner - Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3<sup>rd</sup> Floor, 99260  
Daniela Erickson, Clerk of the Board, Spokane County Commissioners, 1116 W. Broadway  
State Auditor

### COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

CITY CLERK

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

City Clerk's No. OPR 2009-0300

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

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City," jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED THIRTY-THREE AND 74/100 DOLLARS (\$133.74) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin January 1, 2009, and run through December 31, 2009, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington  
this 24<sup>th</sup> day of February, 2009.



**ABSENT**

ATTEST:  
DANIELLA ERICKSON  
CLERK OF THE BOARD

TODD MIELKE, CHAIR

MARK RICHARD, COMMISSIONER

BY: *Daniella Erickson*  
Daniella Erickson 9-0156

*Bonnie Mager*  
BONNIE MAGER, COMMISSIONER

Dated this 20<sup>th</sup> day of April, 2009

CITY OF SPOKANE

By: *Thomas E. Danek, Jr.*  
Title: Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Attest:

*Leri Hefner*  
City Clerk



Approved as to form:

By: *Barbara A. Burns*  
Assistant City Attorney

09-028

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2009 )  
INTERLOCAL AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )

R E S O L U T I O N

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2009 through the end of calendar year 2009 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED TWENTY-EIGHT DOLLARS (\$133.74) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 24th day of February, 2009.



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

**ABSENT**

TODD MIELKE, Chair

MARK RICHARD, Vice Chair

*Daniela Erickson*  
Daniela Erickson, Clerk of the Board

*Bonnie Mager*  
BONNIE MAGER, Commissioner



RECEIVED  
OCT 09 2008  
CLERK'S OFFICE  
SPOKANE, WA

**AGENDA SHEET FOR COUNCIL MEETING OF: OCTOBER 20, 2008**

Submitting Dept.  
Hearing Examiner

Contact Person/Phone No.  
Greg Smith - 6010

Council Sponsor  
Joe Shogan

**ADMINISTRATIVE SESSION**

- o Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

**CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2008-0936

OPR 2006 0605

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

**AGENDA**

**WORDING:**

(If contract, include the term.)

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of four months commencing on September 5, 2008, and run through December 31, 2008. The agreement will be renewed on January 1, 2009 to run until December 31, 2009.

**BACKGROUND:**

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$128.00 per hour or at a negotiated rate. This interlocal relationship has been in effect since 1996.

**RECOMMENDATION:** Approve Contract

<b>Fiscal Impact:</b>	o N/A	<b>Budget</b>	o N/A
o Expenditure:	\$ Dependent upon	#	
o Revenue:	\$ services rendered	#	
•	Budget Neutral		

**ATTACHMENTS:** Include in Packets:  
Interlocal Agreement two originals

**SIGNATURES:**

Greg Smith  
  
Legal

Division Director

For the Mayor

Finance  
  
Council President

**DISTRIBUTION:**

City Hearing Examiner – Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3<sup>rd</sup> Floor, 99260  
Daniela Erickson, Clerk of the Board, Spokane County Commissioners, 1116 W. Broadway  
State Auditor

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:  
October 20, 2008  
  
CITY CLERK



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

City Clerk's No. OPR2008-0936

**8 0860**

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

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$128.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin September 5, 2008, and run through December 31, 2008, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

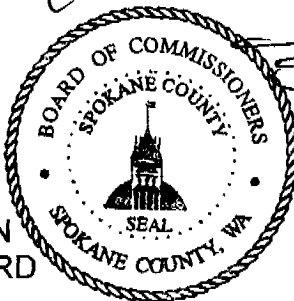
B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
  - D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.

14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington  
this 23rd day of Sept., 2008.



Bonnie Mager  
BONNIE MAGER, CHAIR

ATTEST:  
DANIELLA ERICKSON  
CLERK OF THE BOARD

Todd Mielke  
TODD MIELKE, VICE CHAIR

BY:

Daniela Erickson  
Daniela Erickson

8 0860

Mark Richard  
MARK RICHARD, COMMISSIONER

Dated this 22<sup>nd</sup> day of October, 2008

CITY OF SPOKANE

By:

Title:

Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Attest:

Leri H. H. H.  
City Clerk

Approved as to form:

By:

B. B. B.  
Assistant City Attorney



40c10

# 10/12/07 4 RECEIVED 2015 AgSht01-18-2006 SPOKANE CITY CLERK'S OFFICE SPOKANE, WA AUG 22 2007 SEPTEMBER 4, 2007 **AGENDA SHEET FOR COUNCIL MEETING OF:**

Submitting Dept.  
Hearing Examiner

Contact Person/Phone No.  
Greg Smith - 6010

Council Sponsor  
Joe Shogan

## **ADMINISTRATIVE SESSION**

- o Contract
- o Report
- o Claims

## **LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## **CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2007-0685

OPR 2006 0605

## **STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

## **AGENDA WORDING:**

(If contract, include the term.)

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing on September 5, 2007, and run through September 4, 2008.

## **BACKGROUND:**

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$125.00 per hour or at a negotiated rate. This interlocal relationship has been in effect since 1996.

## **RECOMMENDATION:** Approve Contract

<b>Fiscal Impact:</b>	o N/A	<b>Budget</b>	o N/A
o Expenditure:	\$ Dependent upon	#	
o Revenue:	\$ services rendered	#	
• Budget Neutral			

## **ATTACHMENTS:** Include in Packets: Interlocal Agreement two originals

## **SIGNATURES:**

Greg Smith

Division Director

Finance

Legal

Chief Operating Officer for Mayor

Council President

## **DISTRIBUTION:**

City Hearing Examiner – Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3<sup>rd</sup> Floor, 99260  
Daniela Erickson, Clerk of the Board, Spokane County Commissioners, 1116 W. Broadway  
State Auditor

## **COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:  
September 4, 2007  
CITY CLERK

NO. **7 0766**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTONIN THE MATTER OF EXECUTING A 2007 )  
INTERLOCAL AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE FOR )  
HEARING EXAMINER SERVICES )**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 14th day of September, 2007.




ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON
  
MARK RICHARD, Chair

  
BONNIE MAGER, Vice Chair

BY

  
Daniela Erickson, Clerk of the Board

  
TODD MIELKE, Commissioner

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

RECEIVED  
10-04-07  
CITY CLERK'S OFFICE  
SPOKANE, WA

City Clerk's No. OPR 2007-0685  
**7 0766**

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

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City," jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and



WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin September 5, 2007, and run through September 4, 2008, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. INDEMNIFICATION.

A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

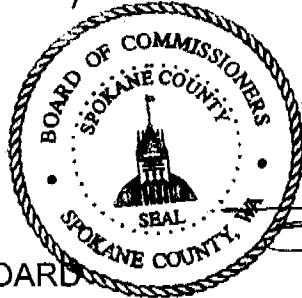
B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
  - D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
  - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. 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.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
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 hereto, or posted on each of the parties' websites.

14. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 14th day of Sept., 2007.



[Signature]  
MARK RICHARD, CHAIR

ATTEST:

CLERK OF THE BOARD

[Signature]  
BONNIE MAGER, VICE CHAIR

BY: [Signature]  
Daniela Erickson

[Signature]  
TODD MIELKE, COMMISSIONER

Dated this 6<sup>th</sup> day of September, 2007

CITY OF SPOKANE

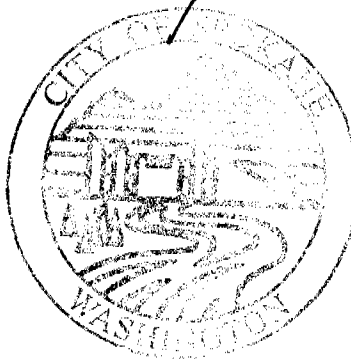
By: [Signature]  
For the Chief Operating Officer

Attest:

[Signature]  
City Clerk

Approved as to form:

By: [Signature]  
Assistant City Attorney



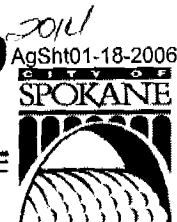
40c10

09/12/06

# AGENDA SHEET FOR COUNCIL MEETING OF: JULY 24, 2006

RECEIVED

JUL 13 2006



Submitting Dept.  
Hearing Examiner

Contact Person/Phone No.  
Greg Smith - 6010

Council Sponsor  
Joe Shogan

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2006-0605

OPR 2005 0325

## ADMINISTRATIVE SESSION

- o Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

## STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

## AGENDA WORDING:

(If contract, include the term.)

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

## BACKGROUND:

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$125.00 per hour or at a negotiated rate. This interlocal relationship has been in effect since 1996.

**RECOMMENDATION:** Pass Final Reading Ordinance and confirm Hearing Examiner's 02-21-06 decision.

**Fiscal Impact:** o N/A

**Budget**

o N/A

- o Expenditure: \$ **Dependent upon** #
- o Revenue: \$ services rendered #
- Budget Neutral

**ATTACHMENTS:** Include in Packets:  
Interlocal Agreement two originals

## SIGNATURES:

Greg Smith

Division Director

Legal

Deputy Mayor for Mayor

Finance  
Council President

## DISTRIBUTION:

City Hearing Examiner - Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3<sup>rd</sup> Floor, 99260  
Daniela Erickson, Clerk of the Board, Spokane County Commissioners, 1116 W. Broadway  
State Auditor

## COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

CITY CLERK

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

RECEIVED  
SEP 12 2006  
CITY CLERK'S OFFICE  
SPOKANE, WA

City Clerk's No. DPR 2006-0605

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

**6 0747**

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### **T E R M S**

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to COUNTY c/o the Hearing Examiner, 3rd Floor, County Public Works Building, 1026 West Broadway, Spokane, Washington, 99260-0245. Payment shall be made payable to CITY c/o the City Treasurer, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3333.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.



8. LIABILITY. (a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, ad damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

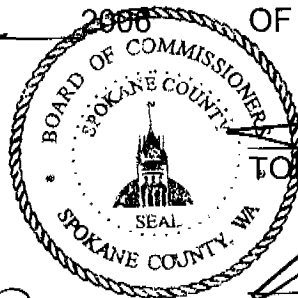
13. ALL WRITING AS CONTAINED HEREIN. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

14. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto, or posted on each of the parties' websites.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

APPROVED BY THE BOARD this  
5th day of Sept. 2008

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



Todd Mielke  
TODD MIELKE, CHAIR

Mark Richard  
MARK RICHARD, VICE CHAIR

Phillip D. Harris  
PHILLIP D. HARRIS, COMMISSIONER

ATTEST:

Daniela Erickson  
DANIELA ERICKSON  
CLERK OF THE BOARD

Dated this 26 day of July, 2006

CITY OF SPOKANE

By: [Signature]  
Deputy Mayor

Attest:

[Signature]  
Acting City Clerk

Approved as to form:

By: [Signature]  
Assistant City Attorney



RECEIVED

APR 20 2005

2013  
AgSht06-03-2002

05/12/05  
**AGENDA SHEET FOR COUNCIL MEETING OF: May 2, 2005**

CITY CLERK'S OFFICE  
SPOKANE, WA



Submitting Dept.  
Hearing Examiner

Contact Person  
Greg Smith

Phone No.  
ext. 6010

**ADMINISTRATIVE SESSION**

- Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

**CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2005.0325

OPR 2004-0455

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

**AGENDA WORDING:**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

**BACKGROUND:**

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$88 per hour or at a negotiated rate. This interlocal relationship has been in effect since 1996.

**RECOMMENDATION:**

Approve contract

**Fiscal Impact:** o N/A

**Budget Account:**

- o Expenditure: \$ **Dependent upon**
- o Revenue: \$ **services rendered**
- o Budget Neutral

#  
#

**ATTACHMENTS:** Include in Packets:

Interlocal Agreement (two originals)

**SIGNATURES:**

Hearing Examiner  
  
Legal

Division Director  
  
Deputy Mayor

Finance  
  
Council President

**DISTRIBUTION:**

City Hearing Examiner Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3rd Floor, 99260  
County Auditor - file original  
Daniela Erickson, Clerk of the Board, Spokane County Commissioners, 1116 W. Broadway  
State Auditor

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

May 2, 2005  
  
CITY CLERK

5-1



5220504  
Page: 1 of 6  
05/24/2005 01:28P  
Spokane Co, WA

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

City Clerk's No. OPR 05-0325

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

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and



WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### TERMS

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of EIGHTY-EIGHT AND NO/100 DOLLARS (\$88.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to COUNTY c/o the Hearing Examiner, 3rd Floor, County Public Works Building, 1026 West Broadway, Spokane, Washington, 99260-0245. Payment shall be made payable to CITY c/o the City Treasurer, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3333.



OFFICE OF CITY CLERK

AGR

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Page: 3 of 6

05/24/2005 01:28P

Spokane Co, WA

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.



OFFICE OF CITY CLERK

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Page: 4 of 6  
05/24/2005 01:28P  
Spokane Co, WA

8. LIABILITY. (a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, ad damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.





OFFICE OF CITY CLERK

AGR

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5220504  
Page: 5 of 6  
05/24/2005 01:28P  
Spokane Co, WA

10. 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.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

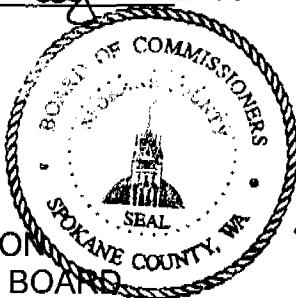
13. ALL WRITING AS CONTAINED HEREIN. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

14. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this

17<sup>th</sup> day of May 2005



ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

BY: Daniela Erickson  
Daniela Erickson, Deputy

**ABSENT**

PHILLIP D. HARRIS, CHAIR

Todd Mielke  
TODD MIELKE, VICE CHAIR

Mark Richard  
MARK RICHARD, COMMISSIONER



OFFICE OF CITY CLERK

AGR

\$24.00

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Page: 6 of 6

05/24/2005 01:28P  
Spokane Co, WA

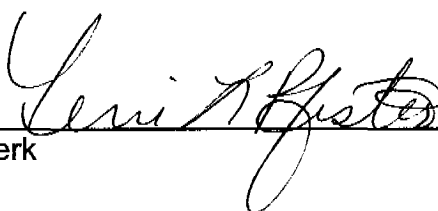
Dated this 3<sup>rd</sup> day of May, 2005

CITY OF SPOKANE

By: 

Deputy Mayor

Attest:

  
City Clerk

Approved as to form:

By: 

Assistant City Attorney



35c120

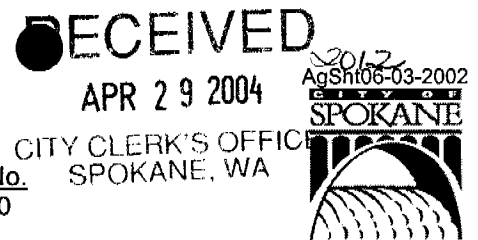
92104  
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**AGENDA SHEET FOR COUNCIL MEETING OF:** May 10, 2004

Submitting Dept.  
Hearing Examiner

Contact Person  
Greg Smith

Phone No.  
ext. 6010



**ADMINISTRATIVE SESSION**

- Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

**CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2004-0455

OPR 2003-469

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

**AGENDA WORDING:**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

**BACKGROUND:**

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$83 per hour or at a negotiated rate.

**RECOMMENDATION:**

Approve contract

**Fiscal Impact:** o N/A

**Budget Account:**

- o Expenditure: \$ **Dependent upon**
- o Revenue: \$ **services rendered**
- o Budget Neutral

#  
#

**ATTACHMENTS:** Include in Packets:

Interlocal Agreement (two originals)

**SIGNATURES:**

Hearing Examiner

Division Director

Legal

City Administrator for Mayor

Finance

Council President Pro Tem

**DISTRIBUTION:**

City Hearing Examiner Greg Smith

Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3rd Floor, 99260

County Auditor - file original Daniela Erickson, Clerk of the Board, Spokane County

State Auditor

Office of County Commissioners, 1116 W. Broadway 99260

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

May 10, 2004

CITY CLERK



5097541  
Page: 1 of 6  
07/15/2004 10:20A  
Spokane Co, WA

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

RECEIVED  
8-26-04  
CITY CLERK'S OFFICE  
SPOKANE, WA

City Clerk's No. OPR 2004-0455

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE  
4 0452 FOR HEARING EXAMINER SERVICES**

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City," jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the



duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### **TERMS**

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of EIGHTY-THREE AND NO/100 DOLLARS (\$83.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to COUNTY c/o the Hearing Examiner, 3rd Floor, County Public Works Building, 1026 West Broadway, Spokane, Washington, 99260-0245. Payment shall be made payable to CITY c/o the City Treasurer, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3333.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.



4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. LIABILITY. (a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against



CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, ad damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.



OFFICE OF CITY CLERK

AGR

\$24.00

5097541

Page: 5 of 6

07/15/2004 10:20A

Spokane Co, WA

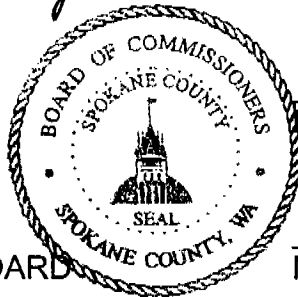
13. ALL WRITING AS CONTAINED HEREIN. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

14. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

APPROVED BY THE BOARD this  
25th day of May 2004

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

  
PHILLIP D. HARRIS, CHAIR

  
M. KATE MCCASLIN, VICE CHAIR

BY:   
Daniela Erickson, Deputy

  
JOHN ROSKELLEY, COMMISSIONER





OFFICE OF CITY CLERK

AGR

\$24.00

5097541

Page: 6 of 6

07/15/2004 10:20A

Spokane Co, WA

Dated this 12th day of May, 2004

CITY OF SPOKANE

By: \_\_\_\_\_

Deputy Mayor

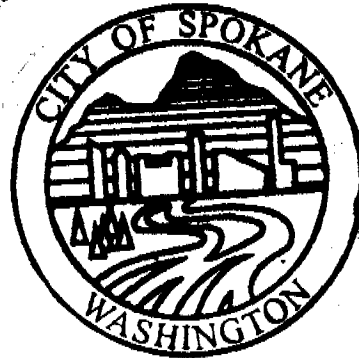
Attest:

K. Clark  
City Clerk (ACTING)

Approved as to form:

By: \_\_\_\_\_

Assistant City Attorney



35c120

08-05-03  
**AGENDA SHEET FOR COUNCIL MEETING OF:** June 9, 2003

Submitting Dept.  
Hearing Examiner

Contact Person  
Greg Smith

Phone No.  
ext. 6010

**RECEIVED**  
MAY 29 2003

CITY CLERK'S OFFICE  
SPOKANE, WA



**ADMINISTRATIVE SESSION**

- Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

**CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

Neighborhood/Commission/Committee Notified:

Action Taken:

OPR 03-469

OPR 2002-255

**AGENDA WORDING:**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

**BACKGROUND:**

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$79 per hour or at a negotiated rate.

**RECOMMENDATION:**

Approve contract

**Fiscal Impact:** o N/A

**Budget Account:**

- o Expenditure: \$ Dependent upon
- o Revenue: \$ services rendered
- o Budget Neutral

#  
#

**ATTACHMENTS:** Include in Packets:

Interlocal Agreement (two originals)

**SIGNATURES:**

Hearing Examiner

Legal

Division Director

City Administrator for Mayor

Finance  
Council President

**DISTRIBUTION:**

City Hearing Examiner Greg Smith  
Spokane County Hearing Examiner Mike Dempsey, 1026 W. Broadway, 3rd Floor, 99260  
County Auditor - file original Daniela Erickson, Clerk of the Board, Spokane County  
State Auditor Office of County Commissioners, 1116 W. Broadway 99260

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

June 9, 2003  
  
CITY CLERK



OFFICE OF CITY CLERK

AGR

\$23.00

4913882

Page: 1 of 5  
06/20/2003 03:13P  
Spokane Co, WA

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

0PR 03-469

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

**3 0474**

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### TERMS

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate of seventy-nine and no/100 dollars (\$79.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to COUNTY c/o the Hearing Examiner, 3rd Floor, County Public Works Building, 1026 West Broadway, Spokane, Washington, 99260-0245. Payment shall be made payable to CITY c/o the City Treasurer, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3333.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by



4913882

Page: 3 of 5  
06/20/2003 03:13P

OFFICE OF CITY CLERK

AGR

\$23.00

Spokane Co., WA

a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. 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.

8. LIABILITY. (a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, ad damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the



event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

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 hereto.

14. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.



OFFICE OF CITY CLERK

AGR

\$23.00

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

APPROVED BY THE BOARD this  
20th day of May 2003

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



**ABSENT**

JOHN ROSKELLEY

ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

  
PHILLIP D. HARRIS, CHAIR

BY:

  
Daniela Erickson, Deputy

  
M. KATE MOCASLIN, VICE CHAIR

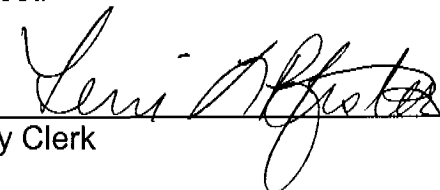
Dated this 12<sup>th</sup> day of June, 2003

CITY OF SPOKANE

By:

  
City Administrator

Attest:

  
City Clerk

Approved as to form:

By:

  
Assistant City Attorney



DATE June 13, 2003

01967

**TRANSMITTAL DOCUMENT SUPPORTING RECORDING REQUEST(S)****TO: COUNTY AUDITOR, SPOKANE COUNTY****This will serve as your authorization to record and bill us for payment of total recording fees for the attached documents:****(Fees are \$8.00 for first page and \$ 1.00 for each additional page of each document.)**

<u>Type of Documents</u>	<u>Number of Documents</u>	<u>Number of Pages</u>	<u>Fee</u>
Interlocal Cooperation Agreement	<u>1</u>	<u>5</u>	<u>\$23.00</u>
			\$ <u>          </u>
			\$ <u>          </u>
			\$ <u>          </u>
<b>Total:</b>	<b>1</b>	<b>5</b>	<b>Total: \$ 23.00</b>

**SUBMITTING CITY DEPARTMENT** Office of the City Clerk**NAME OF REQUESTOR** Terri Pfister, City Clerk*(Please Print)***AUTHORIZED BY** *(Signature)***FOR PAYMENT, PLEASE FORWARD A COPY OF THIS TRANSMITTAL DOCUMENT, AFTER IT HAS BEEN EXECUTED BY YOUR OFFICE, AND ALL BILLINGS TO:**

OFFICE OF CITY CLERK  
 5TH FLOOR, MUNICIPAL BLDG.  
 808 WEST SPOKANE FALLS BLVD.  
 SPOKANE, WA 99201-3342  
 (509) 625-6350

(9/99)

.....  
(For County Use Only)



# **AGENDA SHEET FOR COUNCIL MEETING OF:** March 18, 2002

Submitting Dept.  
Hearing Examiner

Contact Person  
Greg Smith

Phone No.  
ext. 6010

## **ADMINISTRATIVE SESSION**

- Contract
- o Report
- o Claims

## **LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## **CITY PRIORITY**

- o Community Development
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Services
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

**RECEIVED**

MAR 06 2002

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- ACQUISITION

OPR 2002-255

OPR 01-208

## **Standing Committees Notified (and date):**

- o Finance
- o Neighborhoods
- o Public Safety
- o Public Works

## **CITY CLERK'S OFFICE**

Neighborhood/Commission/Committee Notified:

Action Taken:

## **AGENDA WORDING:**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

## **BACKGROUND:**

(Attach additional sheet if necessary)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This interlocal agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$75 per hour or at a negotiated rate.

## **RECOMMENDATION:**

Approve Contract

## **Fiscal Impact:**

- o Expenditure: **Dependent**
- o Revenue: **upon Services**
- o Budget Neutral: **Rendered**

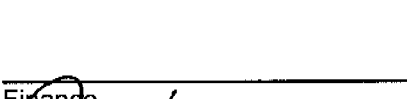
## **Budget Account:**

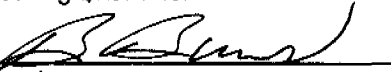
**ATTACHMENTS:** Include in Packets: Interlocal Agreement (two originals)

## **SIGNATURES:**

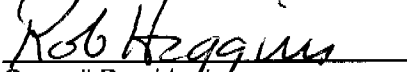
  
Hearing Examiner

  
City Attorney

  
Finance

  
Legal

  
City Administrator for Mayor

  
Council President

## **DISTRIBUTION:**

Spokane County Hearing Examiner Mike Dempsey  
City Hearing Examiner Greg Smith  
County Auditor – file original  
State Auditor

## **COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

March 18, 2002

  
Acting CITY CLERK



4712358  
Page: 1 of 4  
04/10/2002 09:22A  
Spokane Co. WA

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

OFFICE OF CITY CLERK

AGR

\$12.00

Spokane Co. WA

OPR 02-285

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

**2 0323**

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time hearing examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time hearing examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's hearing examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a hearing examiner pro-tem to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both hearing examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;



In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### TERMS

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange hearing examiner services on an in-kind basis, or agree to pay for such services at the rate of seventy-five and no/100 dollars (\$75.00) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each hearing examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective hearing examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other hearing examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective hearing examiners is contingent upon the amount of work and the number of hearings which must be held by a party's hearing examiner. Neither party guarantees that its respective hearing examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the hearing examiner's decision, the 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 the requesting party.



6. ADMINISTRATIVE SUPPORT. The requesting party shall supply all necessary administrative support services for the offering party's hearing examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The offering party shall not be required to provide a transcript of any proceedings conducted by the requesting party's hearing examiner.

7. 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.

8. INDEMNIFICATION. Each party requesting services hereunder shall defend and hold harmless the offering party and the offering party's hearing examiner from any action, claim or proceedings instituted by any third party against the offering party or the offering party's hearing examiner, arising out of the performance, purported performance or failure of performance of services rendered in good faith by the offering party's hearing examiner pursuant to this agreement, and such requesting party shall defend and hold the offering party's hearing examiner harmless from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.

9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. 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 hereto.

12. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:



4712358

Page: 4 of 4  
04/10/2002 09:22A

Spokane Co. WA

OFFICE OF CITY CLERK

AGR

\$12.00

APPROVED BY THE BOARD this  
2nd day of April 2002BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**ABSENT**

ATTEST:

VICKY M. DALTON

CLERK OF THE BOARD

JOHN ROSKELLEY

  
PHILLIP D. HARRIS

BY:


  
Daniela Erickson, Deputy  
M. KATE MCGASLIN, CHAIRDated this 9th day of March, 2002

CITY OF SPOKANE

By:

  
City Administrator

Attest:

  
City Clerk (Acting)

Approved as to form:

By:

  
Assistant City Attorney

1d or Box

NO. 2 0323

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL COOPERATION )  
AGREEMENT BETWEEN SPOKANE ) **RESOLUTION**  
COUNTY AND THE CITY OF SPOKANE )  
FOR HEARING EXAMINER SERVICES )

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government and the City of Spokane has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

**WHEREAS**, the City and County are desirous of making use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both hearing examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing

**2 0323**

Examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing Examiner is absent at a rate of \$75.00 per hour, or such other rate or sum as the parties may negotiate.

**PASSED AND ADOPTED** this 2nd day of April, 2002.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

M. KATE McCASLIN  
M. KATE McCASLIN, Chair

**ABSENT**

JOHN ROSKELLEY, Vice-Chair

ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

BY: Daniela Erickson  
Daniela Erickson, Deputy

PHILLIP D. HARRIS  
PHILLIP D. HARRIS

# AGENDA SHEET FOR COUNCIL MEETING OF: January 10, 2000



Hearing Examiner

Greg Smith

6010

Submitting Department

Contact Person

Phone Ext.

## CONSENT AGENDA

0 Contract

0 Report

## LEGISLATIVE SESSION

0 Resolution

0 Emergency Ordinance

0 Final Reading Ordinance

0 First Reading Ordinance

0 Special Consideration

0 Hearing

## COUNCIL PRIORITY

0 Communications

0 Economic Development

0 Growth Management

0 Human Services

0 Neighborhoods

0 Public Safety

• Quality Service Delivery

0 Racial Equity & Cultural Diversity

0 Rebuild & Maintain Infrastructure

RECEIVED

DEC 29 1999

CITY CLERK'S OFFICE  
SPOKANE, WA

Clerk's Files: # OPR 99-1104

Renews: # OPR 98-724

Cross Reference: # OPR 97-672

ENG/LID: #

BID: #

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

N/A

Action Taken: N/A

**AGENDA WORDING:** Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

**BACKGROUND (Attach separate sheet if necessary):** There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This interlocal agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$50 per hour or at a negotiated rate.

**RECOMMENDATION:** Approve contract

## FISCAL IMPACT:

Expenditure - \$

Revenue - \$

Budget Account:

#

#

## LIST ATTACHMENTS AS FOLLOWS:

On file for Review in Office of City Clerk: Interlocal Agreement (2 originals)

## SIGNATURES OF SUBMITTING OFFICERS (sign legibly):

*Greg Smith*

Hearing Examiner

*[Signature]*

Division Director

*[Signature]*

Legal

Finance

*[Signature]*

City Manager

## DISTRIBUTION AFTER COUNCIL ACTION:

Hearing Examiner

Spokane County Hearing Examiner Michael Dempsey

1026 W. Broadway 99260

State Auditor

Original - file with County Auditor

## COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

*[Signature]*  
Jani [Signature]  
CITY CLERK



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

**0 0061**      **INTERLOCAL COOPERATION AGREEMENT BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time hearing examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time hearing examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's hearing examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and the County have each adopted ordinances that authorize their respective legislative bodies to appoint a hearing examiner pro-tem to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both hearing examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### TERMS

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange hearing examiner services on an in-kind basis, or agree to pay for such services at the rate of fifty and no/100 dollars (\$50.00) per hour, or such other rate or sum as the parties may negotiate. The method of reimbursement for hearing examiner services as authorized in this section shall be established by the parties in writing in advance of each hearing item. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each hearing examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective hearing examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

3. AGREEMENT NOT EXCLUSIVE. Michael C. Dempsey is hereby appointed as a hearing examiner pro-tem for the City of Spokane and Greg Smith is hereby appointed as a hearing examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other hearing examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective hearing examiners is contingent upon the amount of work and the number of hearings which must be held by a party's hearing examiner. Neither party guarantees that its respective hearing examiner will be available at all times requested by the other party.

5. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the hearing examiner's decision, the 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 the requesting party.

6. ADMINISTRATIVE SUPPORT. The requesting party shall supply all necessary administrative support services for the offering party's hearing examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The offering party shall not be required to provide a transcript of any proceedings conducted by the requesting party's hearing examiner.

7. 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.

8. INDEMNIFICATION. Each party requesting services hereunder shall defend and hold harmless the offering party and the offering party's hearing examiner from any action, claim or proceedings instituted by any third party against the offering party or the offering party's hearing examiner, arising out of the performance, purported performance or failure of performance of services rendered in good faith by the offering party's hearing examiner pursuant to this agreement, and such requesting party shall defend and hold the offering party's hearing examiner harmless from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.

9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. 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.

11. 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 hereto.

12. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

APPROVED BY THE BOARD this  
10th day of January, 2000.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD



John Roskelley  
John Roskelley, Chair

Phillip D. Harris  
Phillip D. Harris, Vice-Chair

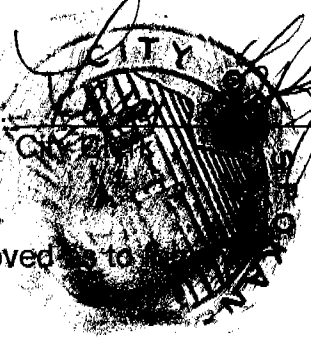
BY: Daniela Erickson  
Daniela Erickson, Deputy

M. Kate McCaslin  
M. Kate McCaslin

Dated this 104th day of January

CITY OF SPOKANE

By Peter J. Fortin  
City Manager

Attest:  [Signature]

Approved as to

By [Signature]  
Assistant City Attorney

4a OK  
Bayer

No. 0 0061

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**

<b>IN THE MATTER CONCERNING</b>	)	
<b>RENEWAL OF AN INTERLOCAL</b>	)	
<b>COOPERATION AGREEMENT WITH</b>	)	<b>RESOLUTION</b>
<b>THE CITY OF SPOKANE FOR</b>	)	
<b>RECIPROCAL HEARING EXAMINER</b>	)	
<b>SERVICES</b>	)	

**WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and**

**WHEREAS, pursuant to the provisions of the RCW Section 39.34.080 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform; and**

**WHEREAS, pursuant to applicable statutory authority the County of Spokane and the City of Spokane employ full time hearing examiners to conduct quasi-judicial hearings on land use and other matters; and**

**WHEREAS, the County and City desire to renew the use of the other party's hearing examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and**

**WHEREAS, the County and City have each adopted ordinances authorizing their respective legislative bodies to appoint a hearing examiner pro tem to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest, or other reasons; and**

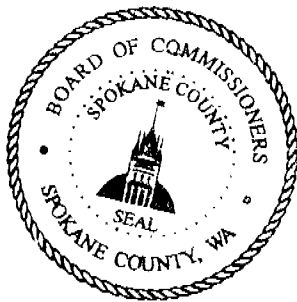
**WHEREAS, Michael C. Dempsey is a County employee and serves as the Spokane County Hearing Examiner and Greg Smith is a City employee and serves as the City of Spokane Hearing Examiner and both hearing examiners are duly admitted members of the Washington State Bar Association;**

NO. 0 0061

PAGE TWO

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners that the Chairman of the Board or a majority of the Board is authorized to execute the attached Agreement renewing the terms and conditions pursuant to which the County and City can respectively use the services of the other party's hearing examiner as a hearing examiner pro tem.

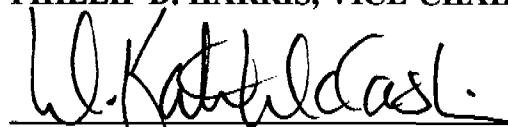
APPROVED BY THE BOARD this 18 th day of January, 2000.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON


  
JOHN ROSKELLEY, CHAIR

  
PHILLIP D. HARRIS, VICE-CHAIR

  
M. KATE MCCASLIN

ATTEST:

VICKY M. DALTON.  
Clerk of the Board

By:   
Daniela Erickson, Deputy Clerk

4/11/98  
**AGENDA SHEET FOR COUNCIL MEETING OF: October 19, 1998**



Hearing Examiner: Greg Smith 6010  
 Submitting Department: Contact Person Phone Ext.:

**CONSENT AGENDA**

- Contract
- 0 Report

**LEGISLATIVE SESSION**

- 0 Resolution
- 0 Emergency Ordinance
- 0 Final Reading Ordinance
- 0 First Reading Ordinance
- 0 Special Consideration
- 0 Hearing

**COUNCIL PRIORITY**

- 0 Communications
- 0 Cultural Diversity & Race
- 0 Economic Development
- 0 Growth Management
- 0 Infrastructure
- 0 Neighborhoods
- 0 Public Safety
- Service Delivery

**RECEIVED**

OCT 08 1998

CITY CLERK'S OFFICE

Clerk's Files: # OPR 98-724  
 Renewals: # \_\_\_\_\_  
 Cross Reference: # OPR 97-672  
 ENG/CSD/LID: # \_\_\_\_\_  
 BID: # \_\_\_\_\_

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT: SPOKANE, WA

N/A Area Manager: N/A

Action Taken: N/A

**AGENDA WORDING:** Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of one year commencing upon date of signature.

**BACKGROUND (Attach separate sheet if necessary):** There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This interlocal agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$50 per hour or at a negotiated rate.

**RECOMMENDATION:** Approve contract

**FISCAL IMPACT:**

Expenditure - \$  
 Revenue - \$

Budget Account: #  
 #

**LIST ATTACHMENTS AS FOLLOWS:**

Interlocal Agreement (2 originals)

**SIGNATURES OF SUBMITTING OFFICERS (sign legibly):**

Greg Smith

Hearing Examiner

[Signature]

Division Director

[Signature]

Finance

[Signature]

Legal

[Signature]

City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**

Hearing Examiner

Spokane County Hearing Examiner Michael Dempsey

1026 W. Broadway 99260

State Auditor

Original - file with County Auditor

**COUNCIL ACTION:**

APPROVED BY  
 SPOKANE CITY COUNCIL:

October 19, 1998

[Signature]  
 ACTING CITY CLERK





4344900  
Page: 2 of 6  
03/23/1999 08:35A  
Spokane Co, WA

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

OPR 98-794

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

This agreement is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

**RECITALS**

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

WHEREAS, the County has a full-time hearing examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time hearing examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's hearing examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and the County have each adopted ordinances that authorize their respective legislative bodies to appoint a hearing examiner pro-tem to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and



WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Greg Smith is a City employee and currently serves as the City of Spokane Hearing Examiner; and both hearing examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, COUNTY and CITY HEREBY AGREE AS FOLLOWS:

### TERMS

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange hearing examiner services on an in-kind basis, or agree to pay for such services at the rate of fifty and no/100 dollars (\$50.00) per hour, or such other rate or sum as the parties may negotiate. The method of reimbursement for hearing examiner services as authorized in this section shall be established by the parties in writing in advance of each hearing item. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each hearing examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective hearing examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

3. AUTHORIZATION FOR SERVICES. The Spokane County Hearing Examiner shall receive prior written authorization from the County's Chief Administrative Officer before requesting the services of the City of Spokane Hearing Examiner. The City of Spokane Hearing Examiner shall receive prior written authorization from the Spokane City Manager, or such other designee as the City shall designate in writing, before utilizing the services of the Spokane County Hearing Examiner.

4. AGREEMENT NOT EXCLUSIVE. Michael C. Dempsey is hereby appointed as a hearing examiner pro-tem for the City of Spokane and Greg Smith is hereby appointed as a hearing examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other hearing examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.



5. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of their respective hearing examiners is contingent upon the amount of work and the number of hearings which must be held by a party's hearing examiner. Neither party guarantees that its respective hearing examiner will be available at all times requested by the other party.

6. DECISIONS. Each 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 the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the hearing examiner's decision, the 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 the requesting party.

7. ADMINISTRATIVE SUPPORT. The requesting party shall supply all necessary administrative support services for the offering party's hearing examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The offering party shall not be required to provide a transcript of any proceedings conducted by the requesting party's hearing examiner.

8. 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.

9. INDEMNIFICATION. Each party requesting services hereunder shall defend and hold harmless the offering party and the offering party's hearing examiner from any action, claim or proceedings instituted by any third party against the offering party or the offering party's hearing examiner, arising out of the performance, purported performance or failure of performance of services rendered in good faith by the offering party's hearing examiner pursuant to this agreement, and such requesting party shall defend and hold the offering party's hearing examiner harmless from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.

10. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.



11. 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.

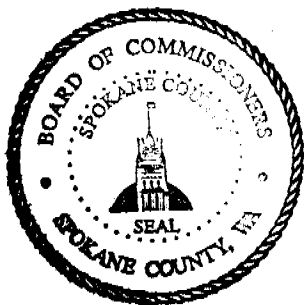
12. ALL WRITING AS CONTAINED HEREIN. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

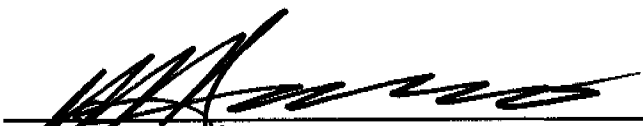
13. RECORDING. This agreement shall be recorded with the Spokane County Auditor after its approval by both parties hereto.

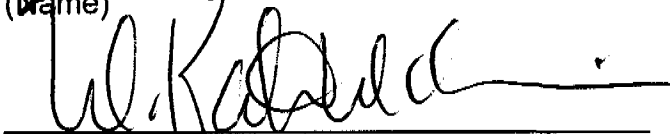
IN WITNESS WHEREOF, the parties hereby execute the above agreement:


Dated this 2nd day of November, 1998.

BOARD OF COUNTY  
COMMISSIONERS OF SPOKANE  
COUNTY, WASHINGTON



  
(Name)

  
(Name)

  
(Name)

Attest:

Clerk of the Board

By   
Deputy Clerk



4344900  
Page: 6 of 6  
03/23/1999 08:35A  
Spokane Co, WA

Approved as to form:

By: 

Deputy Prosecuting Attorney

Dated this 20th day of OCTOBER, 1998

CITY OF SPOKANE

By: 

City Manager

Attest: 

Approved as to form:

By: 

Assistant City Attorney

No. 98 0830

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER CONCERNING	)	
RENEWAL OF AN INTERLOCAL	)	
COOPERATION AGREEMENT WITH	)	RESOLUTION
THE CITY OF SPOKANE FOR	)	
RECIPROCAL HEARING EXAMINER	)	
SERVICES	)	

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of the RCW Section 39.34.080 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform; and

WHEREAS, pursuant to applicable statutory authority the County of Spokane and the City of Spokane employ full time hearing examiners to conduct quasi-judicial hearings on land use and other matters; and

WHEREAS, the County and City desire to renew the use of the other party's hearing examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the County and City have each adopted ordinances authorizing their respective legislative bodies to appoint a hearing examiner pro tem to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest, or other reasons; and

WHEREAS, Michael C. Dempsey is a County employee and serves as the Spokane County Hearing Examiner and Greg Smith is a City employee and serves as the City of Spokane Hearing Examiner and both hearing examiners are duly admitted members of the Washington State Bar Association;

NO. 98 0830

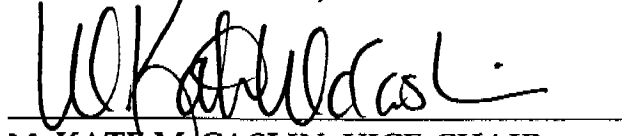
PAGE TWO

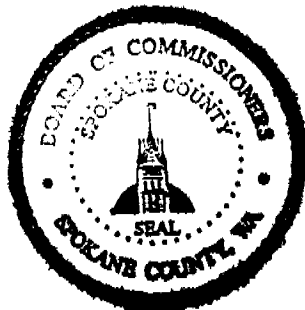
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners that the Chairman of the Board or a majority of the Board is authorized to execute the attached Agreement renewing the terms and conditions pursuant to which the County and City can respectively use the services of the other party's hearing examiner as a hearing examiner pro tem.

APPROVED BY THE BOARD this 20th day of October, 1998.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
PHILLIP D. HARRIS, CHAIR

  
\_\_\_\_\_  
M. KATE McCASLIN, VICE-CHAIR



\_\_\_\_\_  
JOHN ROSKELLEY

ATTEST:

WILLIAM E. DONAHUE.  
Clerk of the Board

By.   
\_\_\_\_\_  
Daniela Erickson, Deputy Clerk

**Return to:**  
Daniela Erickson  
Deputy Clerk of the Board  
Commissioners' Office



**4344900**  
Page: 1 of 6  
03/23/1999 08:35A  
Spokane Co, WA

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

**Reference numbers of related documents:**  
On page one of document

**Grantor(s):**  
SPOKANE COUNTY

**Grantee(s):**  
CITY OF SPOKANE

**Legal Description:**  
NA

**Assessor's Property Tax Parcel Account Number(s):**  
NA



247100  
11/85

**AGENDA SHEET FOR COUNCIL MEETING OF: August 4, 1997**



Hearing Examiner Greg Smith 6010  
Submitting Department Contact Person Phone Ext.

**RECEIVED**

**CONSENT AGENDA**

☐ Contract  
☐ Report

**LEGISLATIVE SESSION**

☐ Resolution  
☐ Emergency Ordinance  
☐ Final Reading Ordinance  
☐ First Reading Ordinance  
☐ Special Consideration  
☐ Hearing

**COUNCIL PRIORITY**

☐ Economic Development  
☐ Growth Management  
☐ Neighborhoods  
☐ Public Safety  
☐ Public Works  
☐ Service Delivery

JUL 21 1997

CITY CLERK'S OFFICE  
SPOKANE, WA

Files: # OPR 97-672

Renews: # \_\_\_\_\_

Cross Reference: # OPR 96-554

ENG/LID: # \_\_\_\_\_

BID: # \_\_\_\_\_

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

Area Manager: \_\_\_\_\_

Action Taken: \_\_\_\_\_

**AGENDA WORDING:** Renewal of Interlocal Cooperation Agreement Between Spokane County and the City of Spokane for Hearing Examiner Services through July 19, 1998.  
1998

**BACKGROUND:** There are instances in which the Hearing Examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-term hearing examiner. This interlocal agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-term on an in-kind basis, or agree to pay for such services at a rate of \$50 per hour or at a negotiated rate.

**RECOMMENDATION:** Approve contract renewal

**FISCAL IMPACT:**

**LIST ATTACHMENTS AS FOLLOWS:**

Interlocal Agreement

**SIGNATURES OF SUBMITTING OFFICERS (sign legibly):**

Greg Smith  
Hearing Examiner

\_\_\_\_\_  
Division Director

[Signature]  
Legal

[Signature]  
Finance  
City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**

Hearing Examiner  
Spokane County Hearing Examiner  
State Auditor  
Original - file with County Auditor

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

August 4, 1997  
[Signature]  
CITY CLERK



Return to:

Daniela Erickson  
Clerk of the Board  
Commissioner's Office

OK  
gjs

City Clerk's No. OPR 97-672  
(OPR 96-554)

#### RENEWAL OF INTERLOCAL COOPERATION AGREEMENT

THIS RENEWAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, a political subdivision of the State of Washington, whose address is Third Floor Public Works Building, 1026 West Broadway Avenue, Spokane, Washington 99260-0245, as "County," jointly referred to hereinafter as the "parties."

WHEREAS, the parties entered into an Interlocal Cooperation Agreement for USE OF THE OTHER PARTY'S HEARING EXAMINER to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the parties would like to renew the agreement; --

NOW, THEREFORE, the parties agree as follows:

1. DOCUMENTS. The agreement, dated July 9, 1996, any previous amendments 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. RENEWAL. The original documents are hereby renewed and shall run through July 19, 1998.
3. PAYMENT. The County and the City may exchange hearing examiner services on an in-kind basis, or agree to pay for such services at the rate of FIFTY AND NO/100 DOLLARS (\$50.00) per hour, or such other rate or sum as the parties may negotiate. The method of reimbursement for hearing examiner services as authorized in this section shall be established by the parties in writing in advance of each hearing item. The parties offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each



hearing examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regarding of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective hearing examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

SIGNED on

August 4, 1997

CITY OF SPOKANE

By:

  
 City Manager

Attest:

  
 City Clerk

SIGNED on

 BOARD OF COMMISSIONERS OF  
 SPOKANE COUNTY, WASHINGTON

 Attest: William E. Donahue,  
 Clerk of the Board

By:

  
 Daniella Erickson, Deputy

Approved as to form:

  
 Assistant Prosecuting Attorney

Approved as to form:

  
 Assistant City Attorney

1-16-97  
J.C. ...  
No. 97 0866

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER CONCERNING )  
RENEWAL OF AN INTERLOCAL )  
COOPERATION AGREEMENT WITH ) RESOLUTION  
THE CITY OF SPOKANE FOR )  
RECIPROCAL HEARING EXAMINER )  
SERVICES )

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

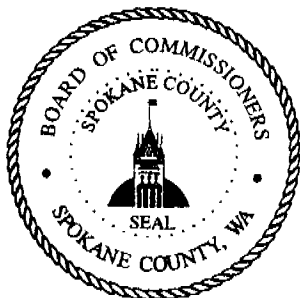
WHEREAS, pursuant to the provisions of the RCW Section 39.34.080 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform; and

WHEREAS, pursuant to applicable statutory authority the County of Spokane and the City of Spokane employ full time hearing examiners to conduct quasi-judicial hearings on land use and other matters; and

WHEREAS, the County and City desire to renew the use of the other party's hearing examiner to hear designated administrative or quasi-judicial matters when the requesting party's hearing examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the County and City have each adopted ordinances authorizing their respective legislative bodies to appoint a hearing examiner pro tem to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest, or other reasons; and

WHEREAS, Michael C. Dempsey is a County employee and serves as the Spokane County Hearing Examiner and Greg Smith is a City employee and serves as the City of Spokane Hearing Examiner and both hearing examiners are duly admitted members of the Washington State Bar Association;



This is to Certify this is a true and  
correct copy of the original document  
NO. 97-0866 on file in the County  
Commissioners minutes of 9-16-97  
dated this 6th day of April 18 2000  
BY: David Erickson  
CLERK OF THE BOARD

97 0866

NO. \_\_\_\_\_

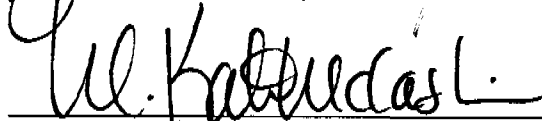
PAGE TWO

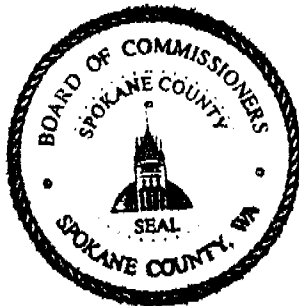
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners that the Chairman of the Board or a majority of the Board is authorized to execute the attached Agreement renewing the terms and conditions pursuant to which the County and City can respectively use the services of the other party's hearing examiner as a hearing examiner pro tem.

APPROVED BY THE BOARD this 16th day of September, 1997.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
JOHN ROSKELLEY, CHAIR

  
\_\_\_\_\_  
M. KATE McCASLIN, VICE-CHAIR



  
\_\_\_\_\_  
PHILLIP D. HARRIS

ATTEST:

WILLIAM E. DONAHUE.  
Clerk of the Board

By:   
\_\_\_\_\_  
Daniela Erickson, Deputy Clerk



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Page: 1 of 3  
12/02/1997 08:37A  
Spokane Co. WA

Return to:  
Daniela Erickson  
Clerk of the Board  
Commissioners' Office

Document No. 97-0866

RENEWAL OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF  
SPOKANE FOR RECIPROCAL HEARING EXAMINER SERVICES.

Reference numbers of related documents:  
on page one (1) of document

Grantor(s):

CITY OF SPOKANE

Grantee(s):

SPOKANE COUNTY

coversheet