



Agenda Sheet for City Council Meeting of:
02/24/2020

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|-----------------------|---------------|
| Date Rec'd | 1/21/2020 |
| Clerk's File # | OPR 2020-0151 |
| Renews # | |

| | | | |
|-------------------------|--|----------------------|--|
| Submitting Dept | HEARING EXAMINER | Cross Ref # | |
| Contact | BRIAN MCGINN 6010 | Project # | |
| Contact E-Mail | HEARINGEXAMINERS@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | INTERLOCAL AGREEMENT WITH THE CITY OF MEDICAL LAKE | | |

Agenda Wording

Interlocal Cooperation Agreement between the City of Medical Lake and the City of Spokane for Hearing Examiner Services

Summary (Background)

This is an interlocal agreement with a new jurisdiction not previously receiving services.

| | | | |
|---------------|----------------|----|-----------------------|
| Fiscal | Grant related? | NO | Budget Account |
| | Public Works? | NO | |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

| | | | |
|-----------------------------|-----------------|----------------------------------|--|
| Approvals | | Council Notifications | |
| Dept Head | DALTON, PAT | Study Session | |
| Division Director | MCGINN, BRIAN | Other | |
| Finance | BUSTOS, KIM | Distribution List | |
| Legal | DALTON, PAT | hearingexaminers@spokanecity.org | |
| For the Mayor | ORMSBY, MICHAEL | | |
| Additional Approvals | | | |
| Purchasing | | | |
| | | | |
| | | | |
| | | | |

APPROVED BY
SPOKANE CITY COUNCIL:
2/24/2020
[Signature]
CITY CLERK



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

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

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

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

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

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

The Parties agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Medical Lake to conduct administrative and quasi-judicial hearings. As authorized by Section 2.80.060 of the Medical Lake Municipal Code, the Hearing Examiner will conduct public hearings and render decisions on the following land use matters: rezone applications; appeals of administrative decisions; change of conditions; conditional use applications; and variance applications. To the extent the City Council requests that the Hearing Examiner provide an annual report, as described in Section 2.80.190 of the Medical Lake Municipal Code, the Hearing Examiner's time spent drafting a written report, meeting with the city council, or reviewing the policies, regulations or other applicable

law in preparation of reporting to the city council, shall be considered a service provided by the Hearing Examiner which will be charged at the rates described in this agreement.

2. COMPENSATION. Medical Lake agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Medical Lake when performing services pursuant to this Agreement.

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

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

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

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

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

8. ADMINISTRATIVE SUPPORT. Medical Lake shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable

regulations, policies, and reports. If the Hearing Examiner uses his own secretary, for secretarial support, secretarial support time will be billed to Medical Lake at a rate of THIRTY AND NO/100 DOLLARS (\$30.00) per hour.

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

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

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

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

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

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

- A. Purpose. See Section 1 above.
- B. Duration. See Section 6 above.
- C. Organization of Separate Entity and Its Powers. See Section 9 above.
- D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be filed. See Section 14 above.
- F. Financing. See Section 2 above.
- G. Termination. See Section 11 above.
- H. Property upon Termination. No property acquisitions expected, see Section 9 above.

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

Dated this 17 day of December 2019

CITY OF MEDICAL LAKE, WASHINGTON

By Shirley Maiké
MAYOR SHIRLEY MAIKE

Attest:

Karen Langford
Karen Langford, Finance Manager

Approved as to form:

Cynthia E. McMullen
Cynthia E. McMullen, City Attorney

Dated this 5 day of March, 2020

CITY OF SPOKANE, WASHINGTON

By Yulene Adamez

Attest: Terri Hoffste
City Clerk

Approved as to form:

By Michael P. Pardo
Assistant City Attorney

