



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 11/25/2024

**Committee Agenda type:** Consent

**Date Rec'd**

11/8/2024

**Clerk's File #**

OPR 2024-1062

**Cross Ref #**

**Project #**

**Council Meeting Date:** 12/09/2024

**Submitting Dept**

HEARING EXAMINER

**Bid #**

**Contact Name/Phone**

KARL X6012

**Requisition #**

**Contact E-Mail**

KGRANRATH@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART ZZAPPONE

**Agenda Item Name**

INTERLOCAL AGREEMENT AMENDMENT FOR HEARING EXAMINER SERVICES

**Agenda Wording**

Amendment of an Interlocal Agreement between the City of Spokane and the City of Airway Heights, increasing the rate for the Hearing Examiner services from \$125 to \$150 per hour.

**Summary (Background)**

The City of Spokane Hearing Examiner provides services for 9 jurisdictions. The City of Spokane has not modified its rates since 2012. These amended Interlocal Agreements would adjust the rate for the Hearing Examiner from \$125 to \$150 per hour for most of the jurisdictions (smaller in size) and from \$125 to \$175 per hour for Spokane Valley. It should be noted that the City of Spokane does not charge Spokane County for services; rather, the respective Hearing Examiners exchange services in kind.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

Revenue \$ tbd

Select \$

Select \$

Select \$

\$

\$

**Budget Account**


# 0570-51500-99999-34149-99999

# Approved by Spokane City Council

# on: 12/09/2024

#

#

#   
city clerk



## Committee Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	11/25/2024
<b>Submitting Department</b>	Hearing Examiner
<b>Contact Name</b>	Kimberlee McIntyre / Karl Granrath
<b>Contact Email &amp; Phone</b>	<a href="mailto:krmcintyre@spokanecity.org">krmcintyre@spokanecity.org</a>
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Modified ILAs for All Jurisdictions
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	The City of Spokane Hearing Examiner provides services for 9 jurisdictions. We have not modified our rates since 2012. The invoice amounts for year-to-date 2024 total \$12,472.50. The invoiced amounts with the new rates would total \$15,930.00.
*use the Fiscal Impact box below for relevant financial information	
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$0</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> The City of Spokane Hearing Examiner provides services for 9 jurisdictions. We have not modified our rates since 2012. We propose to increase our rate for the Hearing Examiner from \$125 to \$150 per hour for the majority of the jurisdictions (smaller in size) and from \$125 to \$175 per hour for Spokane Valley. It should be noted that we do not charge Spokane County for services; rather, the respective Hearing Examiners exchange services in kind. Therefore, no ILA modification is needed for Spokane County at this time.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Revenue Generating</b>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? N/A</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	

**An annual report is circulated to City Council that provides information on all cases handled by the office. The report summarizes the number of cases by jurisdiction as well as the billed amounts for other the other jurisdictions.**

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**The Hearing Examiner system is authorized by SMC 02.005.040 and RCW 39.34.080 provides that governmental entities may contract with each other to perform any governmental service which each may legally perform.**

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



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

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

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

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

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

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

NOW, THEREFORE,

The Parties agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Airway Heights to conduct administrative and quasi-judicial hearings. This Agreement supersedes and replaces all prior Agreements between the Parties regarding the provision of hearing examiner services.
2. **COMPENSATION.** Airway Heights agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour for the Hearing Examiner; and SIXTY AND NO/100 DOLLARS (\$60.00) per hour for the Assistant to the Hearing Examiner, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner and Assistant to 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 and Assistant to the Hearing Examiner shall not be considered an employee of Airway Heights when performing services pursuant to this Agreement.

3. PAYMENT. Airway Heights shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane Accounting Department, Administration Office, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

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

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

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

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Airway Heights. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise their 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 cause to be prepared, review, and certify the record from the hearing to the appropriate body. The Hearing Examiner shall prepare and certify a copy of the record of any proceedings, 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.

8. ADMINISTRATIVE SUPPORT. Airway Heights shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The Hearing Examiner may use his own administrative assistant at the Hearing Examiner's discretion, for secretarial and administrative support.

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

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

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

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

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

14. 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. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.
- 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 7<sup>th</sup> day of February, 2025.

CITY OF AIRWAY HEIGHTS,  
WASHINGTON

CITY OF SPOKANE, WASHINGTON

By LARRY BOWMAN  
Mayor

By Alexander Scott  
~~Mayor~~ City Administrator



Attest:

By Laurie Farnsworth  
City Clerk (Acting)

Approved as to Form:

By Elizabeth Schuedel  
Assistant City Attorney

ILA M24-07



## Certificate Of Completion

Envelope Id: E4B01870-CC77-495D-96AB-D101A5541252

Status: Completed

Subject: OPR 2024-1062 CONTRACT CITY OF AIRWAY HEIGHTS INTERLOCAL AGREEMENT

Source Envelope:

Document Pages: 8

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

## Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

1/7/2025 10:11:27 AM

drose@spokanecity.org

## Signer Events

### Signature

### Timestamp

Terri L. Pfister

Sent: 1/7/2025 10:48:49 AM

tpfister@spokanecity.org

Viewed: 1/7/2025 12:07:35 PM

City Clerk

Signed: 1/7/2025 12:07:40 PM

City of Spokane

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 198.1.39.252

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

LARRY BOWMAN

Sent: 1/7/2025 12:07:42 PM

lbowman@cawh.org

Resent: 1/10/2025 8:35:35 AM

Security Level: Email, Account Authentication (None)

Resent: 1/13/2025 8:53:10 AM

Signature Adoption: Pre-selected Style

Resent: 1/16/2025 8:13:12 AM

Using IP Address: 67.183.19.230

Resent: 1/17/2025 1:09:54 PM

Resent: 1/22/2025 8:09:51 AM

Resent: 1/27/2025 8:46:25 AM

Resent: 1/29/2025 4:15:10 PM

Resent: 1/31/2025 12:21:34 PM

Resent: 2/3/2025 8:09:22 AM

Viewed: 2/3/2025 8:14:13 AM

Signed: 2/3/2025 2:42:02 PM

### Electronic Record and Signature Disclosure:

Accepted: 1/13/2025 4:21:27 PM

ID: 50896efe-6907-4465-9b82-15ec67a9b2de

Alexander Scott

Sent: 2/3/2025 2:42:04 PM

ascott@spokanecity.org

Resent: 2/5/2025 8:14:54 AM

City Administrator

Resent: 2/7/2025 8:12:15 AM

Security Level: Email, Account Authentication (None)

Viewed: 2/7/2025 8:53:10 AM

Signature Adoption: Pre-selected Style

Signed: 2/7/2025 8:53:26 AM

Using IP Address: 198.1.39.252

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 2/7/2025 8:53:10 AM

ID: 58dd32cd-178e-45ce-b093-1a9fd86b5a3e

Signer Events	Signature	Timestamp
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Elizabeth Schoedel  
 eschoedel@spokanecity.org  
 Assistant City Attorney - approved as to form only  
 Security Level: Email, Account Authentication (None)

*Elizabeth Schoedel*  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.215.113.8  
 Signed using mobile

Sent: 2/7/2025 8:53:28 AM  
 Viewed: 2/7/2025 10:19:30 AM  
 Signed: 2/7/2025 10:19:36 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/7/2025 10:19:30 AM  
 ID: 164bd52d-c628-4e32-a408-ae8bb8653a7e

Laurie Farnsworth  
 lfarnsworth@spokanecity.org  
 Acting City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

*Laurie Farnsworth*  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.1.39.252

Sent: 2/7/2025 10:19:37 AM  
 Resent: 2/7/2025 10:30:02 AM  
 Viewed: 2/7/2025 10:37:11 AM  
 Signed: 2/7/2025 10:38:19 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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McIntyre, Kimberlee R.  
 krmcintyre@spokanecity.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 1/7/2025 12:07:41 PM  
 Viewed: 1/7/2025 12:15:44 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/7/2025 10:48:49 AM
Envelope Updated	Security Checked	2/7/2025 10:30:02 AM
Envelope Updated	Security Checked	2/7/2025 10:30:02 AM
Envelope Updated	Security Checked	2/7/2025 10:30:02 AM
Certified Delivered	Security Checked	2/7/2025 10:37:11 AM
Signing Complete	Security Checked	2/7/2025 10:38:19 AM
Completed	Security Checked	2/7/2025 10:38:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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**How to contact SHI International Corp OBO City of Spokane:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [klund@spokanecity.org](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.