

NP 2025-03
City Clerk's No. OPR 2024-1069



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

This Agreement is between the CITY OF NEWPORT, a Washington State municipal corporation, as "Newport," 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, Newport has a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Newport 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 Newport 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.** Newport 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 Newport when performing services pursuant to this Agreement.

3. PAYMENT. Newport 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 Newport 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 Newport. This Agreement is not exclusive, and Newport 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. Newport 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 Newport. 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. Newport 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. Newport 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 Newport, 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 Newport.

11. TERMINATION. If the Agreement is terminated, Newport 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 17th day of March, 2024. 2025

CITY OF NEWPORT, WASHINGTON

CITY OF SPOKANE, WASHINGTON

By 
Mayor

By _____
City Administrator

Attest:

By _____
City Clerk

Approved as to Form:

By _____
Assistant City Attorney

ILA M24-06