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City Clerk's No. OPR 2024-1068

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

This Agreement is between the CITY OF MILLWOOD, a Washington State municipal corporation, as "Millwood," 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, Millwood 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 Millwood 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 Millwood 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. Millwood 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

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hearing item. The Parties understand and acknowledge that the Hearing Examiner and Assistant to the Hearing Examiner shall not be considered an employee of Millwood when performing services pursuant to this Agreement.

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

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10. LEGAL RELATIONS AND INDEMNIFICATION. Millwood 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 Millwood, 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 Millwood.

11. TERMINATION. If the Agreement is terminated, Millwood 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.

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H. Property upon Termination. No property acquisitions expected, see Section 9 above.

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

Dated this 9th day of December, 2024.

CITY OF MILLWOOD, WASHINGTON

By _____
Mayor

CITY OF SPOKANE, WASHINGTON

By Alexander Scott
City Administrator

Attest:

By _____
City Clerk

Approved as to Form:

By Elizabeth Schoedel
Assistant City Attorney

ILA M24-09

docusign

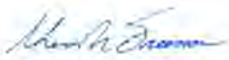
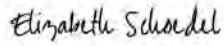
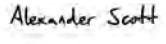
Certificate Of Completion

Envelope Id: 1A2755C5-C4AD-4460-9488-036A6EAF742A
Status: Completed
Subject: OPR 2024-1068 CONTRACT CITY OF MILLWOOD INTERLOCAL AGREEMENT
Source Envelope:
Document Pages: 8
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking

Status: Original
12/17/2024 1:45:05 PM
Holder: Daniel Rose
drose@spokanecity.org
Location: DocuSign

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 12/17/2024 1:51:44 PM Viewed: 12/17/2024 2:29:07 PM Signed: 12/17/2024 2:29:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Freeman mayor@millwoodwa.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 107.77.205.82 Signed using mobile	Sent: 12/17/2024 2:29:14 PM Viewed: 12/17/2024 2:34:03 PM Signed: 12/17/2024 2:34:17 PM
Electronic Record and Signature Disclosure: Accepted: 12/17/2024 2:34:03 PM ID: 2c9b7caa-40c0-485e-bd36-876cf702a1d1		
Elizabeth Schoedel eschoedel@spokanecity.org Assistant City Attorney - approved as to form only Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.97.247.31	Sent: 12/17/2024 2:34:19 PM Viewed: 12/17/2024 3:43:01 PM Signed: 12/17/2024 3:43:10 PM
Electronic Record and Signature Disclosure: Accepted: 12/17/2024 3:43:01 PM ID: 8eb4a081-8127-4477-9ffd-d99a22ccf009		
Alexander Scott ascott@spokanecity.org City Administrator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 12/17/2024 3:43:11 PM Resent: 12/19/2024 8:05:32 AM Viewed: 12/19/2024 8:54:01 AM Signed: 12/19/2024 8:54:12 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 8:54:01 AM ID: 05f3aef2-48c0-447b-91ce-61a44a42c6e2		

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 12/19/2024 8:54:14 AM Viewed: 12/19/2024 9:06:18 AM Signed: 12/19/2024 9:06:27 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
McIntyre, Kimberlee R. krmcintyre@spokanecity.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/17/2024 1:51:44 PM

Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/17/2024 1:51:44 PM
Certified Delivered	Security Checked	12/19/2024 9:06:18 AM
Signing Complete	Security Checked	12/19/2024 9:06:27 AM
Completed	Security Checked	12/19/2024 9:06:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

All notices and disclosures will be sent to you electronically

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

electronically from us.

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

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 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.

To request paper copies from SHI International Corp OBO City of Spokane

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 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.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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 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.