

**Interlocal Planning Agreement Between  
Pend Oreille County and City of Newport, Washington**

**Section 1 Interlocal Agreement Approval.** In accordance with the provisions of RCW 39.34 the Interlocal Cooperation Act, Pend Oreille County (County) and the City of Newport, WA (City) do hereby agree to cooperate and coordinate local planning activities and to provide mutual assistance in the issuance of land use and related development permits as specified in this Agreement.

**Section 2 Coordinated Local Planning and the Issuance of Permits.** This Agreement shall apply to local planning activities and the issuance of land use and related development permits within and near the Newport Urban Growth Area, as determined by the parties.

**Section 3 Planning Activities in the Newport Urban Growth Area.** It is recognized by the parties that the property located within the Newport Urban Growth Area may be annexed into the City of Newport. As a result, it is the intent of the parties to cooperate and coordinate planning activities in and near the Newport Urban Growth Area to supplement County development standards applicable to the Newport UGA with City of Newport development standards.

- 3.1 The City of Newport will provide the County with a current copy of:
- a. The Newport Comprehensive Plan;
  - b. The Newport Municipal Code Chapters applicable to new development;
  - c. The Newport Future Land Use Map;
  - d. The Official Newport Zoning Map; and
  - e. Other planning documents as may be required.
- 3.2 The parties agree to coordinate activities to review and update their Comprehensive Plans and Development Regulations with a special emphasis on the Newport Urban Growth Area.
- 3.3 It is the intent of the parties that the Future Land Use Map adopted by the County for the Newport Urban Growth Area be consistent with the Future Land Use Map adopted by the City.
- 3.4 It is the intent of the parties that the County will adopt or otherwise incorporate the City's development standards into the County Development Regulations applicable to the Newport Urban Growth Area.

- a. This may be in the form of overlay requirements or supplemental development standards.
- 3.5 The County shall invite a representative of the City to participate in pre-application meetings involving proposed development activities in the Newport Urban Growth Area.
- 3.6 The County shall provide the City with an opportunity to review and comment on applications for proposed development activities within the corporate limits, provided that:
- a. Such notices shall include a deadline for comments; and
  - b. The City may request an extension of the comment period.
- 3.7 The County may, at the request of the City, delegate to the City on a case-by-case basis, the authority to process and issue land use and building permits in the Newport Urban Growth Area.

**Section 4 Administration.** It is the intent of this Agreement to promote the cooperation and coordination of local planning activities and the issuance of land use and related permits and it is not intended to limit or restrict ongoing communication and coordination activities between the parties.

- 4.1 For purposes of implementing this Agreement, both parties shall name a lead contact person and shall identify other persons that should be included in communications regarding the administration of this Agreement.
- 4.2 The designated lead contact persons are hereby authorized to establish such procedures and protocols as may be necessary to administer this agreement.
- 4.3 In the event that a disagreement may arise between the parties regarding the administration or interpretation of this Agreement, the parties agree to work in good faith to reach a mutually acceptable resolution in a timely manner.

**Section 5 Indemnification.** The parties agree to mutually indemnify and hold harmless each jurisdiction, its officers, officials and employees from any and all claims, damages, losses or suits, including attorney fees, arising out of, alleged to arise out of or in any way connected with the performance of this Agreement, except for injuries and damages caused by the intentional acts, fraud, or gross negligence of either party.

**Section 6 Severability.** Should any section, paragraph, sentence, clause or phrase of this Interlocal Agreement, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Interlocal Agreement be pre-empted by state or federal law or regulation, such decision or pre-emption

shall not affect the validity of the remaining portions of this Interlocal Agreement or its application to other persons or circumstances.

**Section 7 Termination.** Either Party may terminate its obligations under this Agreement upon thirty (30) calendar days advance written notice to the other Party.

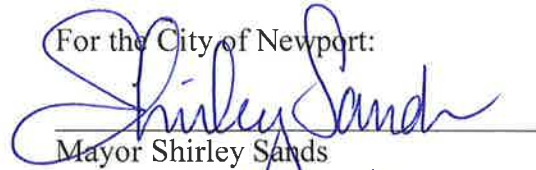
**Section 8 Effective Date.** This Interlocal Agreement shall become effective immediately upon approval by both parties and shall remain in effect until modified or terminated by the parties.

For Pend Oreille County:

  
\_\_\_\_\_  
Chair, Board of County Commissioners

Date: 9-16-19

For the City of Newport:

  
\_\_\_\_\_  
Mayor Shirley Sands

Date: 9-16-2019

Approved as to Form only:

  
\_\_\_\_\_  
Pend Oreille County Prosecuting Attorney

Date: 10/7/19

Attest:

  
\_\_\_\_\_  
Clerk-Treasurer

Date: 9-16-2019