

**INTERGOVERNMENTAL AGREEMENT  
FOR  
PLANNING and COMMUNITY DEVELOPMENT SERVICES**

This agreement is entered into between the City of Unity (City) and Baker County (County).

**WITNESSETH:**

RECITALS:

1. The City of Unity does not currently employ staff to administer the City Comprehensive Land Use Plan and Zoning Ordinance.
2. Baker County provides Planning and Community Development services primarily to the unincorporated areas of Baker County, but is authorized by Oregon Revised Statute (ORS) to enter into Intergovernmental Agreements to administer the ordinances of the City of Unity and the laws of the State of Oregon within incorporated city limits.
3. The City of Unity is in need of Planning and Community Development services within the city limits and designated Urban Growth Boundaries on a regular basis and to administer the related land use plans ordinances and enforces the laws of the State of Oregon within the City of Unity.
4. City and County acknowledge that they have authority to execute this Intergovernmental Agreement pursuant to the terms of their respective charters, if any, and pursuant to ORS 190.010.

NOW, THEREFORE, the premises being in general as stated above, it is agreed between the parties as follows:

1. **Baker County Responsibilities:**

Baker County agrees to provide Planning and Community Development services within the city limits of Unity, Oregon, and it's identified Urban Growth Boundaries beginning on July 1, 2009 through the term of this agreement, as detailed below:

- a. County will process land use actions and administer the Unity Comprehensive Plan and Zoning Ordinance; however, County will not administer the Baker County or City of Unity Nuisance Ordinance within the City limits of Unity under this agreement.

- b. County may perform additional duties, as agreed upon between the parties.
- c. County will supply staff reports and staff to appear before the Unity City Council when required by the requested land use action, or necessary to administer the Unity Comprehensive Plan and Zoning Ordinance.
- d. County shall supply City with copies of final land use actions prior to a decision being issued and copies of all land use actions prior to the 15<sup>th</sup> of the following month from final approval.

2. **City of Unity Responsibilities:**

- a. City shall provide County with all current or proposed land use plans and ordinances and maps related to land use within the City or the identified urban growth boundaries. The City will provide an electronic version of the City ordinance for inclusion on the county web page for ease of the citizens of Unity.
- b. City agrees that all applications for land use actions will utilize the format developed for county applications.
- c. City agrees to provide assistance to County, as feasible, to support Baker County's effort to administer the land use plans and ordinances of the City of Unity and laws of the State of Oregon within the City.

3. **Consideration**

City agrees to allow the county to utilize the Baker County Planning and Community Development fee schedule as adopted by the Baker County Board of Commissioners and that all fees collected will remain with the county as consideration for services.

- a. The term of this agreement shall be for one year and will expire on June 30, 2010.

4. **Term of Agreement and Provision for Renewal**

The term of this agreement is from July 1, 2009 through the end of the current fiscal year. This agreement may be renewed for an additional period of time by mutual agreement of both parties not later than 60 days prior to the expiration of the term of this agreement. The notice of intent to renew shall be made in writing

to the other party. Any renewal of this agreement will be subject to negotiation between the parties as to the scope of Planning and Community Development services.

5. **General Provisions:**

**Limitation of Liability**

Baker County hereby covenants and agrees to hold and save City and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against the City of Unity, its officers, agents, or employees as a result of the performance of duties performed by Baker County under the terms of this agreement. By so doing, Baker County, its officers, agents, and employees shall not be deemed to have assumed any liability for the acts of the City of Unity or of any officer, agent, or employee thereof; and the City of Unity hereby covenants and agrees to hold and save Baker County, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against Baker County, its officers, agents, or employees, by reason of any act of the City of Unity, its officers, agents, and employees.

**Termination of Agreement**

This Agreement may be terminated by either party upon 30 days' prior written notice, delivered to the other party at the address listed below.

**Non-appropriation Clause**

In recognizing that Baker County can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from the agreement, provided:

1. Twenty (20) day's written notice is given to the other party; and
2. No other funds are appropriated for the same fiscal period that would provide essentially the same or similar service as outlined in this agreement.

**Amendments**

The terms of this agreement may be amended by mutual agreement of the parties. The party seeking an amendment shall submit a written request for amendment to the other party. The request shall clearly describe the proposed change and why the change is necessary. The responding party shall schedule a review of the request within 30 days from receipt of the request, and shall respond within 45

days from receipt of the request. The responding party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this agreement, and shall be executed by both parties.

**Notice**

Any notice under this agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Baker County: Baker County Commissioners  
1995 Third St.  
Baker City, OR 97814

City of Unity  
P.O. Box 7  
Unity, OR 97884

**Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**Attorney Fees**

At all times, each party shall be responsible for its own Attorney Fees and any costs associated with enforcement of this Agreement.

**Force Majeure**

If the performance by either of the parties of their respective obligations under this Agreement is delayed or prevented, in whole or in part, by any acts of God, fire, floods, storms, accidents, war, civil disorder, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged and released from performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind.

**Enforcement/Waiver**

The failure of the parties to enforce any provision of this Agreement shall not constitute a waiver by the parties of that or any other provision.

**Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

**Merger**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

**Baker County**, by and through:

**City of Unity**, by and through:

\_\_\_\_\_  
Fred Warner, Jr., Commission Chair

\_\_\_\_\_  
Mayor, City of Unity

\_\_\_\_\_  
Tim L. Kerns, Commissioner

\_\_\_\_\_  
Council President, City of Unity

\_\_\_\_\_  
Carl E. Stiff, M.D., Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IN THE BOARD OF COUNTY COMMISSIONERS OF THE STATE OF OREGON  
FOR THE COUNTY OF BAKER**

IN THE MATTER OF

AUTHORIZING DESIGNATED BAKER	)	RESOLUTION NO.	2010-1041
COUNTY REPRESENTATIVES	)		
SIGNATURE AUTHORITY ON CITY OF	)		
UNITY DOCUMENTS	)		

WHEREAS, all members of the City of Unity City Council have resigned, and;

WHEREAS, the Baker County Board of Commissioners, per ORS 221.160, are now the acting members of the Unity City Council until members are elected and/or appointed to the Unity City Council, and;

WHEREAS, there is a need to designate Baker County representatives signature authority on all City of Unity documents, and;

WHEREAS, the Baker County Board of Commissioners would like to designate Mark Bennett or Baker County Commission Chairman Fred Warner, Jr. as the Baker County Representatives, and;


NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Baker County Board of Commissioners designate Mark Bennett or County Commission Chairman Fred Warner, Jr. as the Baker County Representatives with signature authority on all City of Unity documents, including the authority to transfer funds between State of Oregon local government investment pool and City of Unity checking account.

Done and Dated this 1<sup>st</sup> day of September, 2010.

**BAKER COUNTY BOARD OF COMMISSIONERS**

  
Fred Warner Jr., Commission Chair

  
Tim L. Kerns, Commissioner

  
Carl E. Stiff, M.D., Commissioner

**221.160 Special elections to fill council vacancies; appointment of council members when all positions vacant.** (1) Whenever because of death, resignation or other cause the number of the members of the governing body of any city is insufficient to constitute a quorum for the transaction of the business thereof, and the charter of such city does not otherwise provide, the mayor, or if there is no mayor, a majority of the remaining members of the governing body, may call a special election for the purpose of electing a sufficient number of persons to fill all the vacancies then existing in the governing body. For the purposes of such election the mayor, or if there is no mayor, a majority of the remaining members of the governing body, may appoint persons to act for all offices necessary to the holding of such election where such offices may be vacant. The appointments shall continue until a successor is selected as provided for by the charter or law governing such city.

(2) If all positions in the governing body of a city become vacant and if the charter of the city does not provide otherwise, the governing body of the county in which the city maintains its seat of government immediately shall appoint the number of persons sufficient to constitute a quorum for the transaction of city business. The persons appointed by the governing body of the county shall appoint a sufficient number of persons to fill any remaining vacancies existing in the governing body of the city. All persons appointed under this subsection shall serve until successors are elected and qualified to serve. [Amended by 1981 c.173 §7]

BAKER COUNTY BOARD OF COMMISSIONERS

DECLARATION OF LOCAL EMERGENCY

**WHEREAS**, the Mayor and Councilors of the City of Unity on June 30, 2010 , resigned and the Board of Commissioners and the Baker County Clerk have made diligent efforts to recruit council members, by hold a public meeting in the City of Unity, advertising through posting flyers in public places in the city, and the newspaper of record for Baker County with no response;  
and

**WHEREAS**, no electors have filed for the positions in the November 2010 general election;

and

**WHEREAS**, the City of Unity is indebted and under the Oregon Revised Statutes is therefore unable to un-incorporate;

and

**WHEREAS**, the Baker County Board of Commissioners, has determined that extraordinary measures must be taken to insure that a governance structure is in place to protect the public health and welfare and manage the statutory requirements of the city;

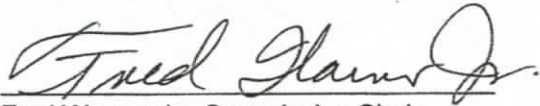
**NOW, THEREFORE, BE IT PROCLAIMED** by the Baker County Board of Commissioners: that

- Section 1. That a local emergency is declared within the City of Unity.
- Section 2. That the Joint Emergency Management Plan has been implemented.
- Section 3. That Chapter 401, section 305 of the Oregon State revised statutes regarding Powers of Local Governments in Emergency Service procedures, provided the basis for invoking this emergency declaration.
- Section 4. That this proclamation shall take effect immediately.
- Section 5. The Board of Commissioners directs the Baker County Director of Emergency Management to oversee the City of Unity operations, during the course of the emergency.

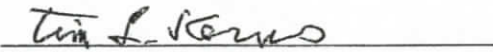


ORDERED this 1st day of Septemeber, 2010

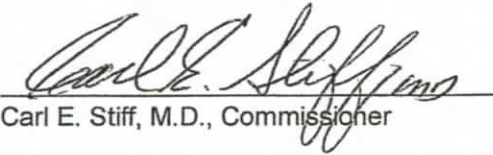
**BAKER COUNTY BOARD OF COMMISSIONERS**



Fred Warner Jr., Commission Chair



Tim L. Kerns, Commissioner



Carl E. Stiff, M.D., Commissioner