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## AGENDA COVER MEMO

**Order Date:** January 4, 2006

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**TO:** Lane County Board of Commissioners

**DEPT:** Public Works

**PRESENTED BY:** Phillip Guyette, Public Works Fleet Manager

**AGENDA ITEM TITLE:** In the Matter of Authorizing an Intergovernmental Agreement for the Sale of Two (2) Surplus Caterpillar Integrated Toolcarriers to Columbia County in the Amount of \$135,000.00.

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### I. MOTION

MOVE THAT A BOARD ORDER BE APPROVED AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE SALE OF TWO (2) SURPLUS CATERPILLAR INTEGRATED TOOLCARRIERS TO COLUMBIA COUNTY IN THE AMOUNT OF \$135,000.00, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT.

### II. ISSUE OR PROBLEM

Should an intergovernmental agreement be authorized with Columbia County in order for them to purchase two (2) surplus Caterpillar Integrated Toolcarriers from Lane County?

### III. BACKGROUND/IMPLICATIONS OF ACTION

#### A. Board Action and Other History

Per Chapter II, Section 8 of the Lane County Home Rule Charter and ORS Chapter 190, it is the customary policy of Lane County to offer services to other public agencies when feasible. Columbia County desires to purchase two (2) surplus toolcarriers from Lane County for its construction and operational maintenance issues.

#### B. Policy Issues

None

C. Board Goals

Sale of this equipment partially funds the purchase of new equipment necessary to provide direct and indirect services to the citizens of Lane County, to maintain satisfactory operations of the County's road system, and to meet the health, safety, and economic good of the citizens and industries of our community as defined in Section B3.a.2 of the Strategic Plan.

D. Financial and/or Resource Considerations

Proceeds from the sale of this equipment will be credited to the Equipment Replacement Fund for Engineering Division of Public Works. This fund is used to purchase new or replacement construction equipment for the Division.

E. Analysis

This equipment has been declared surplus to the County. It has been offered as a trade-in toward the purchase of new equipment, and offered at public auction without receiving an acceptable bid.

F. Alternatives/Options

1. Authorize an intergovernmental agreement with Columbia County.
2. Do not authorize an intergovernmental agreement with Columbia County and continue to attempt to dispose of this surplus equipment through other means.

**IV. RECOMMENDATION**

It is recommended approval be granted to enter into an intergovernmental agreement with Columbia County for the sale of this surplus equipment.

**V. TIMING/IMPLEMENTATION**

Upon approval of the Board, an intergovernmental agreement will be prepared for execution by the County Administrator.

**VI. FOLLOW-UP**

None.

**VII. ATTACHMENTS**

Intergovernmental Agreement

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

(IN THE MATTER OF AUTHORIZING AN  
(INTERGOVERNMENTAL AGREEMENT  
(FOR THE SALE OF TWO (2) SURPLUS  
(CATERPILLAR INTEGRATED  
(TOOLCARRIERS TO COLUMBIA  
(COUNTY IN THE AMOUNT OF \$135,000.

ORDER

**WHEREAS**, per Chapter II, Section 8 of the Lane County Home Rule Charter and ORS Chapter 190 authorizes the sale of surplus equipment to other public agencies, Public Works, Fleet Division desires the:

Sale of Two (2) Surplus Caterpillar Integrated Toolcarriers to Columbia  
County in the amount of \$135,000

**WHEREAS**, Columbia County desires to purchase two (2) surplus toolcarriers from Lane County for its construction and operational maintenance issues and the sale of said equipment will partially fund the purchase of new equipment benefiting the citizens of Lane County; therefore it is hereby

**ORDERED** that the sale of the two (2) surplus Caterpillar Integrated Toolcarriers to Columbia County be recommended; and it is further

**ORDERED** that a contract with Columbia County in the amount of \$135,000.00 in accordance with the guidelines of surplus equipment policy; and it is further

**ORDERED**, that a contract be executed in accordance with this Order and the County Administrator be authorized to sign the contract.

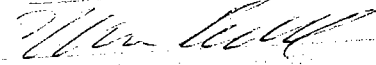
**DATED** this 4<sup>th</sup> day of January, 2006.

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Chair  
Lane County Board of Commissioners

APPROVED ACTION PLAN

Date 12-21-05 (one month)

  
OFFICE OF THE COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT  
FOR  
SALE OF EQUIPMENT**

This Intergovernmental Agreement is made by and between Columbia County, a political subdivision of the State of Oregon (hereinafter referred to as "Columbia"), and Lane County, a political subdivision of the State of Oregon (hereinafter referred to as "Lane").

WHEREAS, Counties are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any and all functions that either County has authority to perform; and

WHEREAS, Lane owns two used Caterpillar Integrated Toolcarriers, that will be useful to Columbia for public works construction, operations, maintenance and related activities; and

WHEREAS, Lane desires to sell said Caterpillar Integrated Toolcarriers to Columbia;

NOW, THEREFORE, the Parties agree as follows:

1. Goods to Be Supplied. Lane shall, at its own risk and expense, provide and deliver to Columbia two (2) used 2003 Caterpillar Integrated Toolcarriers, 914G/IT14G. Each Caterpillar Integrated Toolcarrier shall be delivered with a brush head. The two (2) Caterpillar Integrated Toolcarriers, with brush heads, are hereinafter collectively referred to as "the goods".
2. Purchase Price. Lane shall sell the goods to Columbia for an amount of \$135,000.00, including delivery. This fee shall include all expenses. This Agreement is subject to the appropriation of funds by Columbia, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Columbia for the payment of consideration required to be paid under this Agreement, then Columbia may terminate this Agreement. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law are deemed inoperative to that extent.
3. Delivery. Delivery shall be made at the Lane County equipment yard, located at 3040 North Delta Highway, Eugene, Oregon. Lane shall have the risk of loss until

the goods are delivered and received into the possession of the Columbia County Road Department. Delivery shall be made at a mutually convenient time not later than February 28, 2006.

4. Title. Lane shall deliver clear and proper title to the goods upon delivery of the goods to Columbia. Payment shall be made no later than Delivery. Columbia shall be responsible for obtaining Oregon State license and registration, as applicable.
5. Indemnification. Each Party shall defend, indemnify, and hold the other Party, its officers, agents and employees, harmless from and against any and all losses, claims, actions, costs, expenses, judgements, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to said Party's acts or omissions under this Agreement.
6. Guarantee. Lane is supplying the goods for sale under this Agreement in an "as-is" condition. However, Lane warrants that the goods remain under the manufacturer's warranty. Lane shall provide all warranty information, including but not limited to maintenance records, to Columbia upon delivery of the goods and shall cooperate with Columbia as may be necessary to aid Columbia in making a claim under said manufacturer's warranty.
7. Representatives.

For Columbia County

For Lane County

David Hill, Public Works Director  
Columbia County, Oregon  
1054 Oregon Street  
St. Helens, Oregon 97051  
503-366-3964

Phillip Guyette, Fleet Services  
Department of Public Works  
3040 North Delta Highway  
Eugene, OR 97408-1696  
541-682-8583

8. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
9. ENTIRE AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT.

LANE COUNTY

COLUMBIA COUNTY

By: \_\_\_\_\_  
William VanVactor  
County Administrator

By: \_\_\_\_\_  
Chair

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

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

Approved as to form:

By: \_\_\_\_\_  
County Counsel  
Lane County, Oregon

By: \_\_\_\_\_  
County Counsel  
Columbia County, Oregon