

**AMENDMENT #1 TO  
INTERGOVERNMENTAL AGREEMENT # DASPS-109132-17  
"DISPOSAL OF SURPLUS VEHICLES, HEAVY EQUIPMENT, TITLED TRAILERS & WATERCRAFT."**

This is Amendment #1 to intergovernmental agreement # DASPS-107132-17 between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services Division, on behalf of Surplus Property herein after referred as "(Agency)" and the City of St. Helens herein after referred as "(Contractor)" or collectively referred to as a "Party and, together, the "Parties".

This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law under ORS 190.110 and 283.110.

The Agreement is hereby amended as follows (new language is indicated in **bold** font and underlined and deleted language is indicated by [brackets] and ~~strikethrough~~):

**1. SECTION 3. TERM OF THE AGREEMENT**

- a. The Term of the Agreement shall be [~~for a period of five (5) years commencing~~] **executed** on the date it has been signed by the Parties, and received all approvals required by applicable law.
- b. [~~The Agreement may be terminated by the Parties as provided in Section 6 below.~~] **This Agreement shall terminate on April 24, 2027, unless terminated earlier by the Parties in accordance with Section 6 below.**

**2. SECTION 20. NOTICES**

[~~Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery facsimile, or mailing the same, postage prepaid, to the State or Local Contracting Agency at the address number or email address set forth below in this Agreement, or to such other addresses or numbers as either party may indicate.~~] **Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.**

**Contact Information for the State:**

Carla Jeannette, Program Analyst State	State of Oregon
Surplus Property Program	Property Distribution Center 1655
PH (503) 378-2753	Salem Industrial Drive NE Salem, OR.
FAX (503) 378-8558	97303-4238
EMAIL <a href="mailto:Carla.Jeannette@das.oregon.gov">Carla.Jeannette@das.oregon.gov</a>	

**Contact Information for the Local Contracting Agency: City of St. Helens**

**Name, Title:** Kathy Payne, [~~City Recorder~~] **Human Resources Coordinator**

**Representing:** City of St. Helens      **Location:** [~~265 Strand Street~~]  
**Address:** [~~PO Box 278~~] **265 Strand Street** City, State, Zip: St. Helens, OR 97051  
**Phone:** 503-366-8217      **Fax:** [~~503-397-4016~~] **503-397-9527**  
**Email:** [~~kathy@ci.st-helens.or.us~~] [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

~~[Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the State, any notice transmitted by facsimile must be confirmed by telephone notice to the State's Contact Manager. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.]~~

3. **Exhibit A – Administrative Fee Schedule** – delete in its entirety and replace with the **REVISED ATTACHMENT A – ADMINISTRATIVE FEE SCHEDULE**.
  
4. **Except as expressly amended above, all other terms and conditions of this Agreement are still in full force and effect. All parties certify that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**CITY OF ST. HELENS**

\_\_\_\_\_  
RICK SCHOLL, MAYOR      Date

**STATE OF OREGON – DAS – SURPLUS PROPERTY**

\_\_\_\_\_  
SVEN ANDERSON, PROGRAM MANAGER      Date

**STATE OF OREGON acting by and through its DAS –  
PROCUREMENT SERVICES**

\_\_\_\_\_  
SANDY CLAVET CONNOLLY, INTERIM PS MANAGER      Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Exempt per OAR137-045-0050(2)(a)(c)(A) \_\_\_\_\_  
Name, Title      Date

**ATTACHMENT A**  
**ADMINISTRATIVE FEE SCHEDULE (REVISED)**

Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as "other receivables". Reimbursements for items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

**Administrative Fee – Personal Property\*, Vehicles, Heavy Equipment, Titled Trailers & Watercraft\*\*:**

Please see current Resale Rates listed at OregonSurplus.com

\* Personal property accepted under this agreement will normally have a present value of at least \$1,000. Personal property accepted will be determined on a case-by-case basis at the sole discretion of the State.

\*\* The following is a solid, but not all-inclusive, list of what falls into the category of Vehicles, Heavy Equipment, Titled Trailer and Watercraft:

Cars, pick-ups, trucks, graders, bulldozers, RVs, backhoes, front-end loaders, buses, cranes, skidders, motorcycles, skid-steers, snowmobiles, ATVs, excavators, rollers, planes, Snowcats, forklifts, manlifts, tractors, riding mowers, trenching machine, golf carts, Gators/Mules, trailers, boats (not kayaks, canoes or other small, similar non-motorized boats), etc. **Note:** Individual parts or attachments are categorized as personal property (i.e., tires are not a car; a grader blade is not a grader.)

**Service Fee – 3<sup>rd</sup> Party Towing:**

\$ Actual cost (pass through)

**Service Fee - Freight and Cartage (including Towing provided directly by State):**

\$50.00/hr. (Billed in 15-minute intervals, one hour minimum), and \$2.00 per mile

**Service Fee - repairs, maintenance, or services (i.e. battery, tire(s), etc.)**

\$ Actual cost (pass through)

**Marketing Fee – Supplemental Advertising:**

As requested, and approved by the property generating agency at: \$ Actual + 20%

**Service Fee – Decal/sticker removal**

\$50.00/hr. Billed in 15-minute increments, one hour minimum.