

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Exempting the )  
Contract for the Purchase of a )  
Used Vehicle for the Juvenile )  
Department from Competitive )  
Bidding and Awarding it to )  
St. Helens Auto Center )  
\_\_\_\_\_ )

ORDER NO. 8-01

WHEREAS, OAR 125-310-075, adopted by reference by Ordinance No. 88-3, allows public contracting agencies, in their discretion, to let public contracts for used personal property for \$10,000 or less without formal competitive bidding if the agency has determined that the direct purchase without competitive bidding will result in cost savings; and

WHEREAS, the Columbia County Juvenile Department is in need of a vehicle and has grant funds available to purchase it; and

WHEREAS, sufficient funds are not available to purchase a new vehicle, but a used vehicle will satisfy the Department's needs; and

WHEREAS, letting a contract for the purchase of a used vehicle without going through formal competitive bidding will result in a cost savings because it avoids the expense of time and money in preparing the paperwork in formal competitive bidding for both the bidder and the County; and

WHEREAS, the Director of the Juvenile Department has received quotes for a used vehicle from the following sources in the following amounts;

Used Auto

1994 Chev Impala	118K	\$12,000	Priv. Party Oregonian;
1993 Chry 5 <sup>th</sup> Ave	64K	\$ 7,975	Priv. Party Oregonian;
1993 Ford Crown V	80K	\$ 7,500	St. Helens Auto Center;

and

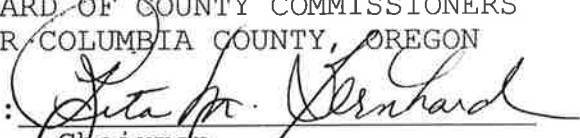
WHEREAS, the Juvenile Director recommends that the contract be awarded to St. Helens Auto Center because it is the lowest quote for the size and type of vehicle needed for secure transport of youth;

NOW, THEREFORE, IT IS HEREBY ORDERED that the contract for the purchase of a used vehicle for the Juvenile Department is exempted

from competitive bidding and the contract is awarded to St. Helens Auto Center

DATED this 5<sup>th</sup> day of January, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Chairman

By:   
Commissioner

By:   
Commissioner

Approved as to form

By:   
Office of County Counsel



CIRCUIT COURT STATE OF OREGON  
**COLUMBIA COUNTY JUVENILE  
DEPARTMENT**

OLD COURTHOUSE ST. HELENS, OREGON 97051 PHONE (503) 397-0275 FAX (503) 397-7256

# MEMO

**DATE:** January 25, 2001  
**TO:** BOCC, John Knight  
**FROM:** Stan Mendenhall *SM*  
**SUBJECT:** County Car Purchase

**Please enter Board order approving recent purchase of county car. Details follow:**

**I recently purchased a used county vehicle. Funds used were line item 100-18-4832 Juvenile Crime Plan. This money is grant money from the state. The plans includes 1FTE and all items needed to support the FTE including work station, computer, vehicle etc. I waited until enough money was received via the grant to make the purchase. I had budgeted approx \$9,000 for a police type transport vehicle equipped with transport cage. I have been actively looking for an appropriate vehicle in newspaper adds and direct contact with both local dealerships. The information on vehicle purchased is attached. This vehicle was competitively priced and in excellent condition compared to like size and year vehicles I had looked at. I have ordered appropriate cage which will be installed when it arrives.**

# Retail Blue Book

## Kelley Blue Book Sep-Dec 2000

Make/Model: 1993 Ford Crown Victoria LX Sedan 4D

Engine: V8 4.6 Liter

Mileage: 80,000

Trans: Automatic

Reconditioning Amt: none given

Drivetrain: Rear Wheel Drive

### \*\*\* Equipment \*\*\*

Air Conditioning  
Power Steering  
Power Windows  
Power Door Locks  
Tilt Wheel

Cruise Control  
AM/FM Stereo  
Cassette  
Premium Sound  
Dual Air Bags

ABS (4-Wheel)  
Power Seat  
Premium Wheels

Value without mileage...	\$8,320
Mileage adjustment.....	- \$0
	-----
Blue Book .....	\$8,320

*7500*

ST HELENS AUTO CENTER

To — ST. HELENS AUTO CENTER, INC. From 4836  
 P.O. BOX 367 Return check to store  
 ST. HELENS, OREGON 97051  
 503-397-5454 503-223-7794

22161

**NEW VEHICLE PURCHASE AGREEMENT**  
 (INCLUDE TERMS ON BACK OF PAGE)

EXPECTED DELIVERY DATE 12/27/2000 TODAY'S DATE 12/27/2000

PURCHASER'S NAME COLUMBIA COUNTY		RES BUS	STOCK NO. P641A	
ADDRESS COLUMBIA COUNTY COURT HOUSE	CITY ST HELENS	STATE OR	ZIP 97051	

Subject to the terms and conditions set forth below and on reverse side, Purchaser agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, PURCHASER AGREES THAT NEITHER DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED USED	YEAR 1993	# CYL V8	MAKE FORD	BODY TYPE 4DR	MODEL CROWN VICTO	VEHICLE IDENTIFICATION NUMBER 2FALP74W1PX196807
COLOR RED	MILEAGE 84309	LICENSE	SALES REPRESENTATIVE KELLEY, DON			

**DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES**

ACCESSORIES: ALL ACCESSORIES AND SERVICE CONTRACTS ARE NON CHRYSLER UNLESS OTHER WISE STATED

**IMPORTANT WARRANTY INFORMATION**  
 Unless Dealer furnishes Purchaser with a separate written warranty or service contract made by Dealer on its own behalf, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER. ALL USED VEHICLES ARE SOLD AS IS. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.  
 LIMITATION OF DAMAGES. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO PROPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

**USED CAR BUYER'S GUIDE**  
 A Buyer's Guide has been posted on the window of each used vehicle. The information on the Buyer's Guide for this Vehicle is part of and overrides any contrary provisions in this Agreement. Purchaser acknowledges receipt of Buyer's Guide.  
 PURCHASER

**SERVICE PROTECTION WAIVER**  
 Purchaser acknowledges that Dealer has offered to sell to Purchaser extended service protection but that Purchaser has elected not to purchase that protection. Instead, Purchaser will purchase Vehicle AS IS. Except for the Manufacturer's warranty, if any, Purchaser will assume the entire cost of all necessary servicing or repair, AND PURCHASER WAIVES ALL RIGHTS TO THE EXTENDED SERVICE PROTECTION OFFERED, IF ANY.  
 PURCHASER

**ITEMIZATION OF PURCHASE**

1. Cash Sale Price	\$ 7650.00
A. License/Registration Fee	\$ _____
B. Title Fee	\$ N/A
C. Administrative Fee	\$ _____
D. Service Contract Fee	\$ _____
E. <del>PRO. PKG</del>	\$ _____
Total Charges (1 + 1A through 1E)	\$ 7650.00
2. Downpayment: <b>REBATE</b>	
A. Cash Downpayment	\$ _____
B. One deferred downpayment (pick up payment) due _____ of _____ \$ _____	
C. Trade In: Value \$ _____ Less Owing \$ _____ Net \$ _____	
Total Down (A + B + C)	\$ _____
3. Unpaid balance of cash sale price (1 minus 2)	\$ 7650.00
To be paid	12/27/2000

**DESCRIPTION OF TRADE-IN**

YEAR	MAKE	BODY TYPE	MODEL
N/A			
VEHICLE IDENTIFICATION NO.			

**TRADE-IN ALLOWANCE AND PAYOFF BALANCE**  
 Purchaser agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Purchaser holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 2C above is the amount Dealer agrees to credit to Purchaser's account, providing Purchaser accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Purchaser's down payment. If the payoff balance (amount owing) exceeds the amount shown on line 2C above, Purchaser shall pay the deficiency in cash on demand.  
 PAYOFF BALANCE OWED TO \_\_\_\_\_

PURCHASER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A PART OF THIS CONTRACT.

PURCHASER  Stan J. Marshall CO-PURCHASER \_\_\_\_\_

Purchaser agrees to obtain physical damage and liability insurance on the Vehicle. Delivery of the Vehicle to Purchaser is subject to credit approval by a financial institution of Dealer's choice (Lender). If Purchaser's credit is not approved by Lender, Purchaser will immediately return the Vehicle to Dealer. THE FRONT AND BACK OF THIS AGREEMENT COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS TRANSACTION AND IT MAY ONLY BE AMENDED BY A WRITING SIGNED BY ALL OF THE PARTIES

County of Columbia  
St. Helens, Oregon

**STATEMENT OF CLAIM FOR PAYMENT**

DATE	INVOICE NO.'S & NATURE OF CLAIM	AMOUNT
January 3, 2001	Juvenile Crime Prevention, as per attached <i>County Cor Br Program</i>	\$7650.00
SPECIAL INSTRUCTIONS TO ACCOUNTING		
<b>PAYABLE TO:</b> St Helens Auto Center		ACCOUNT: 100-18-00-4836
PO Box 367		
St Helens, OR 97051		
<b>BUDGET EXPENDITURE DISTRIBUTION:</b> By: <i>S. J. Lender</i>		
Department Supervisor		
By:		DEPARTMENT: <u>Juvenile</u>
Accounting Department		

STATE OF OREGON                      SS  
COUNTY OF COLUMBIA  
I, Stan L. Mendenhall  
hereby certify that the foregoing bill for  
Juvenile Crime Prevention  
was furnished to Columbia County, the same was  
solely for Columbia County, the prices charged  
therefor are reasonable and not in excess of the market  
value thereof, and the same is wholly unpaid and funds  
are in the department budget for the payment.

Dated: January 3, 2001  
By: S. J. Lender

Dated: January 3, 2001 Payment ordered in  
the amount of \$7650.00 to be charged to the  
general fund.

\_\_\_\_\_ *Ruth*  
Chairman of Board  
\_\_\_\_\_ *Pls return*  
Commissioner *check to*  
\_\_\_\_\_ *me*  
Commissioner *I need to*  
*get title*  
*etc.*  
*plm*