



AGENDA COVER MEMO

Memorandum Date: December 20, 2024

Order Date: January 7, 2025

TO: Board of County Commissioners

DEPARTMENT: Lane County Public Works

PRESENTED BY: Jeff Orlandini, Waste Management Division Manager

AGENDA ITEM TITLE: ORDER/ IN THE MATTER APPROVING A CONTRACT AMENDMENT WITH ST. VINCENT DE PAUL OF LANE COUNTY, INC., AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE APPROVED AMENDMENT, EXPENSE IN THE AMOUNT OF \$90,000

I. MOTION

That the contract amendments listed in Exhibit A – January 7, 2025, are approved and the County Administrator is delegated authority to execute the approved contract amendments.

II. AGENDA ITEM SUMMARY

A. Background Analysis

Under Lane Manual section 20.400.100, the County Administrator's authority to execute contracts and amendments is limited to contracts that do not exceed two hundred fifty thousand dollars (\$250,000) in cost or revenue nor five (5) years in length. The proposed contract amendments described in the attached Exhibit A require delegation of additional authority to the County Administrator for execution. The attached contract amendments have been submitted by Public Works based upon information submitted by the identified Public Works divisions. To submit such contracts, grants, and amendments, the Department must describe how the agreements meet the criteria for consideration on the consent agenda, generally those related to:

- Contracts and contract amendments for operational expenses that are routine in nature.
- Intergovernmental Agreements (IGA) that continue an existing long-term relationship with another public entity, for substantially the same subject matter, whether as a new or extended contract.

- Extensions of existing contracts or subcontracts for not more than one year, when renewal is provided for in the terms of the original contract.
- Delegating contract signature authority to the County Administrator for contracts funded by grants or State programs.

A contract amendment for St. Vincent de Paul of Lane County, Inc. was approved by the Board on October 11, 2022, to increase the amount and add additional time to the contract (B.O. 22-10-11-08). The amendment was not enough funding needed for additional units that came in from the public during 2024.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Since 2008, Lane County Waste Management has contracted with St. Vincent de Paul, Inc. for the collection, transport, reuse, recycling of mattresses collected at Glenwood Transfer Site. Lane County was one of the first counties in the state of Oregon to start mattress recycling utilizing a community-based organization for the reuse and remanufacturing of units collected at Glenwood. Since the inception of the program, Lane County has recovered almost 300,000 mattresses, keeping over 7,338 tons of material out of the Short Mountain Landfill. SVDP estimates that roughly 30% of units or 90,000 mattresses have been remanufactured and sold reused at SVDP retail locations.

The original contract amount was \$400,000.00. Total of all previous amendments has been an additional \$200,000. This amendment of \$90,000 will bring the total amount to \$690,000.00.

B. Policy Issues

None

C. Board Goals

The referenced Contract and subsequent Amendment supports Strategic Priority #2: Invest in Lane County residents by fostering engaged communities with affordable housing options, equitable opportunities, economic vitality, and a healthy environment.

D. Financial and/or Resource Considerations

Lane County Waste Management currently pays \$13.00 per unit. This cost includes transport, assessment of units to determine its reusability and/or dismantling of units whereby all materials (e.g., foam, wood, metal) are recycled through responsible end markets.

Since 2020, Lane County Waste Management has seen a surge in the number of units being brought into Glenwood and annually spends \$265,000 dollars to responsibly manage mattresses. To illustrate this increase, between 2020-2021,

Waste Management collected 6,326 more mattresses, representing a 32.64% increase. Because Waste Management cannot predict the number of units brought into the facility in any given year, it makes it difficult to anticipate program costs. Lane County Waste Management charges customers \$14.00 per unit. This covers our costs to store and handle units prior to SVDP collecting units for processing.

In 2022, Oregon became the fourth state to enact a law establishing a [statewide mattress recycling program](#). [Senate Bill 1576](#), supported by Lane County and introduced by [Senator James Manning – District 7](#) requires that mattress manufacturers establish an extended producer responsibility, or EPR, program that offers mattress recycling and pays local governments for the collection of mattresses collected. The new program will allow Oregonians the ability to drop off mattresses free-of-charge, reducing illegal dumping and creating recycling-sector jobs. The program will be funded by a small assessment collected at retail sales at the time a consumer purchases the mattress.

The [Mattress Recycling Council](#) (MRC), the sole Producer Responsibility Organization will operate the new program beginning January 1, 2025. Glenwood and Florence transfer sites will be Lane County collection sites.

E. Health Implications

None

F. Analysis

Around 20 million mattresses are thrown into landfills every year; one mattress can take up 40 cubic feet of space. Mattresses in landfills present a host of issues - including space, compaction difficulties and wear and tear on landfill equipment as the springs inside mattresses can damage expensive compacting equipment. Breaking down mattresses creates a larger carbon footprint due to the energy required to compact them. Mattresses are often made of petroleum-based products and constructed using toxic chemicals that can also have negative environmental impacts.

Recovery and reuse of mattresses ensures that they are collected and do not end up at Short Mountain landfill. This improves operational efficiencies, increases landfill compaction rates, and reduces environmental impacts.

G. Alternatives/Options

1. Approve the Amendment listed in Exhibit A and delegate authority to the County Administrator to execute the Amendment.
2. Do not approve the Amendment.

IV. RECOMMENDATION

Lane County Public Works recommends Option #1 – Approve the Amendment listed

in Exhibit A and delegate authority to the County Administrator to execute the Amendment.

V. TIMING/IMPLEMENTATION

The Amendment increases the original contract amount by \$90,000 and allows Lane County to fulfill the terms of the contract. The original contract expires on December 31, 2024. At that time, Lane County will no longer have a contract for this service with SVDP. Beginning January 1, 2025, MRC will pay Lane County a per unit rate for “program and non-program” mattresses. Transportation will also be paid for by MRC.

VI. ATTACHMENTS

Board Order

Amendment

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

In the Matter of Approving a Contract Amendment
with St. Vincent De Paul of Lane County, Inc., and
Delegating Authority to the County Administrator
to Execute the Approved Amendment, Expense in
the Amount Of \$90,000

WHEREAS, Lane Manual Chapter 20 sets forth the County's policies regarding award, acceptance, and amendment of grants and contracts; and

WHEREAS, the contract amendment listed below has been accepted or awarded in accordance with the requirements of the Lane Manual, including the requirements for competitive selection; and

WHEREAS, this amendment exceeds the County Administrator's authority to execute granted in Lane Manual sections 20.600.220 to 20.600.320,

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

A contract amendment for Mattress Reuse & Recycling Services with St. Vincent De Paul of Lane County, Inc. in the amount of \$90,000 is approved, and the County Administrator is approved to execute the amendment.

ADOPTED this 7th day of January, 2025.

Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL

LANE COUNTY CONTRACT AMENDMENT (Contract Form B-1, rev. 06/04/2024)

Contract Title: **MATTRESS REUSE AND RECYCLING SERVICES**

Amendment No.: Two (2); Key Id #57338 / PW22101700 / BO #22-10-11-08

This Amendment modifies the Contract named above between Lane County ("**County**"), and St. Vincent de Paul Society of Lane County, Inc., ("**Contractor**"). County and Contractor agree as follows:

1. SCOPE OF AMENDMENT. The scope of the Contract is amended as follows:

- 1.1** The purpose of Amendment #2 is to increase the funds for the final invoices on this contract.
- 1.2** A new contract will be issue sometime early next year.

2. CONSIDERATION

2.1 Consideration. In consideration of this Amendment, the Contract amount is "increased," by the following amount: ninety thousand dollars (\$90,000.00).

2.2 Summary. A summary of the original Contract amount and all amendment amounts (if used) is:

Original Contract amount:	\$	400,000.00
Total of all previous Amendments:		200,000.00
This Amendment:		90,000.00

Revised Contract amount including all Amendments:	\$	690,000.00
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3. TIME. In consideration of this Amendment, the Contract time is unchanged by: zero days. The revised contract period, including this amendment will expire on December 31, 2024.

4. DATE. This Amendment is effective as of the date last signed below:

Each party, by signature below, agrees to be bound by the terms and conditions of this Amendment. All other terms and conditions of the original Contract not altered by this Amendment remain in full force and effect.

Pursuant to ORS 305.385(6) and OAR 150-305-0302, I the undersigned Contractor certify that, to best of my knowledge, hereby swear and affirm under penalty of perjury, that Contractor is not in violation of any tax laws described in ORS 305.380 (4).

CONTRACTOR:

By: Bethany Cartledge

Title: Executive Director

Date: _____

Signature: _____

COUNTY:

By: _____

Title: Steve Mokrohisky, County Administrator

Date: _____

Signature: _____