

**ABBREVIATED CONSENT CALENDAR FORMAT**

T. 5.E.1.

Memorandum Date: September 29, 2009  
Order Date: October 20, 2009

**TO:** Board of County Commissioners  
**DEPARTMENT:** Public Works, Waste Management Division  
**PRESENTED BY:** Sarah Grimm, Waste Reduction Specialist, x4339

**AGENDA ITEM TITLE:** ORDER/IN THE MATTER OF AMENDING THE REUSE CONTRACT WITH NEXTSTEP RECYCLING TO INCLUDE PICK UP AND RECYCLING SERVICES, \$20,000, EXTENDING THE CONTRACT ANOTHER YEAR (2011), AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACT.

**I. MOTION**

MOVE APPROVAL OF THE ORDER TO AMEND THE REUSE CONTRACT WITH NEXTSTEP RECYCLING TO INCLUDE PICK UP AND RECYCLING SERVICES, \$20,000, EXTENDING THE CONTRACT ANOTHER YEAR (2011), AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACT.

**II. DISCUSSION**

**A. Background / Analysis**

Operational changes at the Glenwood Central Receiving Station that were implemented in order to participate in the Oregon E-Cycles program has had the unintended consequence of eliminating accessibility for the reuse contractor to review incoming computer and electronics such as printers, keyboards, phone and fax machines for appropriate reuse or refurbishing.

Prior to the E-cycles program, the contractor's trained reuse personnel were present at collection times and removed reusables each day they were collected. With collections now occurring at five locations during all open hours, Lane County staff must transport all materials to the Glenwood Central Receiving Station and in doing so, materials are placed in large storage boxes. It is not feasible for contractor to unload these boxes at the Glenwood location in order to inspect and identify reusable items, we propose to have reuse contractor remove all CPUs and collected miscellaneous computer and electronics to their own location for reuse review, then recycle them through the same E-cycles

processors that County would have used.

While recycling the CPUs that have not been selected for repair and reuse does not put an economic burden on the contractor, recycling of the "Miscellaneous" electronics that are not selected for reuse requires extensive sorting and preparation. Markets for this highly variable material are not as stable and the contractor has proposed that in order to recycle this "Miscellaneous" material will require \$.21 per pound to be feasible.

**B. Recommendation**

Waste Management Staff recommends approval of this order so that the County can maintain and fully facilitate our stated and mandated priority on reuse. Extending this contract another year is also recommended to give ample time to review system challenges and successes.

Lane County's priority toward reuse and attention to environmental issues at every stage of the recycling process has been a model for other e-waste recycling programs across the west and has ensured that materials we collect are used first to supply local community with equipment, support, and service programs, and second are recycled in domestic processing facilities following strict environmental and safety standards. Since 2004 Lane County's contracts have successfully facilitated this priority the community and the future.

After about 6 months of the new operational systems put in place for Oregon Ecycles, it was noted that many of the materials that were previously reviewed for reuse, are not being reviewed, because they are all tightly packed into transport boxes. By amending the contract to allow contractor to remove the boxes to their own location for appropriate reuse review, the County will be maintaining the sentiment and effect of the original contract.

The difference between what we currently pay for recycling (\$.15/lb), and what the reuse contractor is proposing (\$.21/lb) is six cents per pound, a reasonable price for the job and expertise of unpacking the boxes reviewing all equipment, refurbishing or repairing items as appropriate, and then ensuring that all remains are recycled in domestic facilities that pass environmental and safety standards. This added six cents per pound, by extension, will also result in stronger community connections and the social services of job training and technology donations that is NextStep's mission.

**III. ATTACHMENTS**

Board Order  
Contract Amendment

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON**

ORDER NO. ) IN THE MATTER OF AMENDING REUSE CONTRACT  
) WITH NEXTSTEP RECYCLING TO INCLUDE PICK UP AND  
) RECYCLING SERVICES, ADD A PAYMENT PROVISION UP  
) TO \$20,000, EXTEND THE CONTRACT FOR ANOTHER YEAR  
) (2011), AND AUTHORIZING THE COUNTY ADMINISTRATOR  
) TO SIGN THE CONTRACT AMENDMENT

**WHEREAS**, Lane County Public Works Waste Management prioritizes reuse over recycling in collection programs involving computers and electronics.

**WHEREAS**, Changes to Lane County site operations due to participation in the state-wide E-cycles program have reduced accessibility to the Reuse Review Specialist contracted to perform that duty,

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Contract, Repairable/Reusable Computer Equipment Collection WM 07/08 02, be amended to include pick up recycling services, add a payment provision for a not-to-exceed amount of \$20,000, extend the contract for another year (2011), and to authorize the County Administrator to sign the contract amendment.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2009.

Approved as to Form  
Date 10/15/09 Lane County

  
\_\_\_\_\_  
Office of Legal Counsel

\_\_\_\_\_  
Pete Sorenson, Chair  
Lane County Board of Commissioners

CONTRACT AMENDMENT

W M 07 / 08 02

**Repairable/Reusable Computer Equipment Collection Services at the  
Glenwood Central Receiving**

AMENDMENT NO. 4

Whereas, NextStep Recycling ("Contractor"), and Lane County, a political subdivision of the State of Oregon ("County") entered into a contract for Repairable/Reusable Computer Equipment Collection services at the Glenwood Central Receiving for the period July 1, 2007 to June 30, 2010, and

Whereas County has increased collection of electronic waste to more than one location and remains committed to maximum reuse of the material before recycling, and

Whereas County operations that facilitate the increased collection has resulted in reduced accessibility for reuse review on-site,

Now, therefore, the parties agree that the contract should be amended as follows:

1. Page 1, paragraph 1 is amended to read as follows:

Contractor shall perform Repairable/Reusable Computer Equipment Collection Services at the Glenwood Central Receiving Station services for County as stated in the "Request for Proposal –Repairable/Reusable Computer Equipment Collection Services at the Glenwood Central Receiving Station" document, attached and incorporated by this reference as Exhibit A.

2. Page 1, paragraph 3 of contract: Delete and replaced with:

County shall pay Contractor the unit price of \$ .21 per lb, up to a total not to exceed amount of \$20,000, for miscellaneous electronic equipment removed from Glenwood Central Receiving Station for reuse review and recycle processing at Contractors location. CPUs and flat screen monitors are not included in this category and shall be reused and recycled at no charge. Payments will be duly processed upon receipt of invoice. Monthly Invoices must contain description of quantity collected, quantity reused, and quantity recycled.

3. Page 14 of Exhibit A, Section titled "Scope of Duties" of the original contract: Delete and replaced with:

**SCOPE OF DUTIES**

Lane County is seeking Contractor(s) to collect computer and electronic equipment for the purpose of maximizing reuse of this material in the Lane County community. Contractor(s) will employ Computer Reuse and Repair Specialists to review all non-television materials collected from Lane County's e-waste collections, will repair, refurbish and reuse items they deem reusable and will recycle the remains through an Oregon Ecycles approved processor or domestic end-user of processed materials. Contractor will provide monthly totals of materials collected, materials reused, and materials recycled.

4. Page 14/15 of Exhibit A, Section titled "Facilities and Equipment" of the original contract: Delete and replaced with:

**FACILITIES AND EQUIPMENT**

Lane County Waste Management has prepared a site for collection of computer and electronic waste at five of their transfer stations. Lane County staff transfers this material to

a staging and packing area at the Glenwood Central Receiving Station. The Glenwood Central Receiving Station is located in the main urban area in Lane County, between Eugene and Springfield.

County will package computer and miscellaneous electronics in gaylord boxes on pallets. Contractor will be expected to remove materials, from designated area only, at least once weekly on Wednesdays. Contractor will be expected to be available for occasional Friday or Monday pick ups should it be necessary.

Contractor will be expected to utilize its own equipment to load and transport materials. Use of site forklifts may be available but will only be operated by County trained staff. All storage/transport containers and equipment must be replaced/provided by the contractor.

Contractor will be responsible for hauling designated materials away. **NO MATERIAL SHALL BE STOCK PILED ON COUNTY PROPERTY** beyond the pick up day, unless specifically discussed and approved by Lane County Waste Management site supervisor.

5. Page 15 of Exhibit A: Delete sections titled "Computer Credits for Recycling" and "Example of Computer Credit Form"

6. Page 16 of Exhibit A: Delete section titled "Payments and Reporting "and replace with:

Lane County payments made as a result of this Request for Proposal will only occur upon receipt of monthly invoices detailing quantity of materials collected, quantity of materials reused, and quantity of materials recycled through an approved Oregon Eycles Processor or other end-use markets of processed materials. The agreed upon price per pound will only apply to miscellaneous materials, and not CPUs and flat screen monitors.

7. Contract is extended for an additional one year period, through June 30, 2011.

8. Effective Date. This Amendment is effective on November 1, 2009.

9. Effect of Amendment. Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

CONTRACTOR

LANE COUNTY

\_\_\_\_\_  
Lorraine Kerwood  
Executive Director  
NextStep Recycling

\_\_\_\_\_  
Jeff R. Spartz  
County Administrator

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

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