

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 12.1
(ID # 20887)

MEETING DATE:

FROM : DEPARTMENT OF WASTE RESOURCES:

Tuesday, February 28, 2023

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Ratify and Approve the Consent to Assignment of the Connect Services Agreement No. 10072 and First Amendment to Connect Services Agreement with Big Belly Solar, LLC for 15 BigBelly and SmartBelly Double Stations for a Renewal Term of five (5) years, All Districts. [\$154,927 Total Cost - State Grant Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Consent to Assignment of the Connect Services Agreement No. 10072 (Consent to Assignment) with Big Belly Solar, LLC approving the assignment of the Connect Services Agreement (Agreement) from Big Belly Solar, Inc. to Big Belly Solar, LLC effective on or about November 25, 2019, and authorize the Chair of the Board to sign the Consent to Assignment on behalf of the County;
2. Ratify and Approve the First Amendment to Connect Services Agreement with Big Belly Solar, LLC (First Amendment) for 15 High Capacity Solar Trash Compactors to increase the annual Agreement amount to \$30,985, extend the term of the Connect Services for the Equipment under the Agreement for an additional five year Renewal Term through January 25, 2028, and authorize the Purchasing Agent to sign the First Amendment on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: sign amendments that exercise the options of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

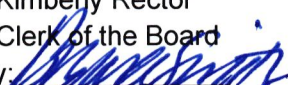
ACTION:Policy


Dana Keenkamp, General Manager - Chief Engineer 1/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: Waste

Kimberly Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 30,985	\$ 30,985	\$ 154,927	\$ 30,985
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: STATE GRANT FUNDS 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23 – 27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, on behalf of the Department of Waste Resources, receives an annual award through the CalRecycle City/County Payment Program to promote beverage container recycling. This Connect Service Agreement (“Agreement”) provides sustainable outdoor waste and recycling receptacles that qualify as an eligible expense of the City/County Payment Program. The waste container has separate trash and recycling receptacles. It includes a solar powered trash compactor feature that will notify staff when the container is near capacity via an electronic message, thereby reducing staff maintenance of the containers. The containers have a wrap design with educational messages and an opportunity for replaceable educational or promotional panel messages on the sides and back of each unit. The Agreement includes annual maintenance and system upgrades to the units as they become available.

Prev. Agn. Ref.: 12.1 of 10/3/2017

Impact on Residents and Businesses

The solar waste compaction, software program, and graphic outreach panel features will enhance the opportunity to educate the public about recycling while incorporating a unique eye catching functional waste/recycling device. Outreach panels will promote local community events and programs related to solid waste and recycling.

Additional Fiscal Information

The funding for this acquisition is provided by the CalRecycle City/County Payment Program, which the County applied for on December 2, 2021 and was approved on April 20, 2022. No matching funds are required in this program. The department will continue to apply for future City/County Payment Program funding of this program. The contract can be terminated by the county for lack of available funding. Annual costs are estimated to be \$31,000 per year and will be budgeted accordingly.

Contract History and Price Reasonableness

The Department has used these proprietary receptacles from Big Belly Solar, LLC (successor to and assignee of Big Belly Solar, Inc.), since 2017. Previously approved under M.O. 12.1 (10/03/2017).

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Each compactor can hold up to 150 gallons of refuse and has an expected life of 10 years; however, the equipment is expected to last longer with proper care, which will be provided by Big Belly Solar, LLC. The provided trash compactors get 100% of its energy from the sun, the unit compresses its contents until it has reached fullness, thereby gaining capacity so the compactors do not have to be emptied as often. The unit works in every weather condition and its enclosed design eliminates all animal access and trash strewn by wind or the overflow of regular trash receptacles. All compactors are provided with a defective part and repair warranty which will cover replacement parts due to manufacturers' defects or workmanship errors at no cost to the county. The replacement of batteries under normal wear and tear conditions is covered as well as a service under this Agreement.

Each compactor is also equipped with the CLEAN Management software console that provides wireless data connectivity between the waste and recycling stations and the Big Belly CLEAN servers to relay real-time data on such elements as collection activity, efficiency reporting, fullness frequency, and collection response times. The system also allows for over-the-air software updates and a historical view of collections to improve efficiency in various collection seasons and identify and assign groups of units for collection optimization. Alerts when the compactors are full, require maintenance or need immediate attention are available via and email and text message notification system.

ATTACHMENT A. FIRST AMENDMENT TO THE CONNECT SERVICES AGREEMENT

ATTACHMENT B. CONSENT TO ASSIGNMENT



Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

2/1/2023



Jason Farin, Principal Management Analyst

2/22/2023

CONSENT TO ASSIGNMENT
of the
CONNECT SERVICES AGREEMENT NO. 10072
(WMARC-04575-001-09/22)

between
COUNTY OF RIVERSIDE and BIG BELLY SOLAR, INC.

This Consent to Assignment is made and entered into this 28th day of February, 2023 by and between the COUNTY OF RIVERSIDE, on behalf of its Department of Waste Resources ("COUNTY" or "Customer"), in favor of BIG BELLY SOLAR, LLC, a Delaware limited liability company ("new VENDOR" or "Bigbelly") which acquired the assets of Big Belly Solar, Inc., a Delaware corporation ("original VENDOR"), (collectively referred to as the "Parties").

RECITALS

WHEREAS, effective September 15, 2017, the COUNTY and original VENDOR entered into that certain Connect Service Agreement No. 10072; Riverside County Agreement Number WMARC-04575-001-09/22 ("Agreement"); and

WHEREAS, effective November 25, 2019, new VENDOR acquired all of the purchased assets of and assumed liabilities from original VENDOR, including the rights, title, benefits, interests, duties and obligations under the Agreement, pursuant to an Asset Purchase Agreement between the original VENDOR and new VENDOR which required an Assumption Agreement for the assumption of the assumed liabilities by new VENDOR under the Agreement ("Assignment"); and

WHEREAS, the COUNTY and new VENDOR desire to enter into this Consent to Assignment of the Agreement to accompany a First Amendment to the Agreement extending the term through January 25, 2028.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct, and incorporated herein by this reference.
2. Effective as of the full execution of the Assignment, on or about November 25, 2019, COUNTY hereby consents to and approves the Assignment of the Agreement to the new VENDOR.
3. Upon the new VENDOR's assumption of the Agreement pursuant to the Assignment, COUNTY hereby releases the original VENDOR from any and all liabilities or obligations under the Agreement, arising on or after the effective date of the Assignment.
4. All terms of the Agreement, including all amendments, obligations and liabilities, shall remain in place and fully applicable to the new VENDOR. All references in the Agreement to "Bigbelly" or "Vendor" shall now be understood to refer to the new VENDOR.
5. USE OF ELECTRONIC SIGNATURES: This Consent to Assignment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party herein agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this document. The Parties further agree that the electronic or digital signatures of the Parties included in this

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document are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among Parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

- 6. All correspondence and notices related to the Agreement shall be delivered to new VENDOR at the following address:

BIG BELLY SOLAR, LLC
150A ST, SUITE 103
NEEDHAM, MA 02494

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this document.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: [Signature]
Name: **KEVIN JEFFRIES**
Chair, Board of Supervisors
County of Riverside

Dated: 2/28/23

BIG BELLY SOLAR, LLC, a Delaware limited liability corporation

By: [Signature]
Name: **Brian Phillips**
Title: **CEO**

Dated: 12/8/2022

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy

Dated: 2/28/23

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: [Signature]
LISA SANCHEZ
DEPUTY COUNTY COUNSEL

Dated: 12/06/2022

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FIRST AMENDMENT TO CONNECT SERVICES AGREEMENT

Reference: Bigbelly Connect Services Agreement No. 10072 / Riverside County Agreement Number WMARC-04575-001-09/22 by and between Big Belly Solar, LLC, as successor to and assignee of Big Belly Solar, Inc. (“Bigbelly”) and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources (the “Customer”) dated as of September 15, 2017 (the “Agreement”).

THIS FIRST AMENDMENT to the above-referenced Connect Services Agreement is entered into effective as of 12/8/2022 (the “First Amendment Effective Date”) by and between Big Belly Solar, LLC, as successor to and assignee of Big Belly Solar, Inc. (“Bigbelly”) and the County of Riverside, California (the “Customer”). Capitalized terms not otherwise defined in this First Amendment have the meanings given to them in the Agreement.

WHEREAS, Bigbelly and Customer are parties to the above-referenced Agreement pursuant to which the Customer is presently leasing, for an Initial Terms of sixty (60) month, the following Bigbelly Smart Waste Systems: (a) Fourteen (14) HC5/SC5.5 Double Stations with HC Foot Pedals, Custom Wraps, and Rear Message Panels and (b) One (1) HC5/SC5.5 Indoor Double Station with HC Foot Pedal, Custom Wrap, and Message Panels (collectively the “Equipment”); and

WHEREAS, the Customer desires to extend for sixty (60) months the Initial Term of the Connect Services for the Equipment under the Agreement, commencing as of January 26, 2023 and ending on January 25, 2028 (the “Renewal Term”), at the Total Monthly System Cost (Connect Services Fees) during the Renewal Term as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

1. The Equipment/Hardware Configuration table set forth in the Connect Services Schedule on the first page of the Agreement is amended by showing the adjusted Monthly Connect Services Fees for the Connect Services for the Equipment for the Renewal Term:

Equipment/Hardware Configuration			
14	HC5/SC5.5 Double Stations, with HC Foot Pedals, Custom Wraps, and Rear Message Panels		
1	HC5/SC5.5 Indoor Double Station, with HC Foot Pedal, Custom Wrap, and Message Panels		
	Total Annual System Cost (Connect Services Fees)		\$28,601.88
	Monthly System Cost (Connect Services Fees) for the Equipment during the Renewal Term, to be paid monthly in arrears.		\$2,383.49


- 2. The Renewal Term will be sixty (60) months, commencing as of January 26, 2023 and ending on January 25, 2028, as the same may be extended or renewed pursuant to the terms and conditions of the Agreement.
- 3. Except as modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the First Amendment Effective Date.

County of Riverside, a political subdivision of the State of California
("Customer")

By: _____
Name: Derek Price-Nolen
Title: Procurement Contract Specialist
Riverside County Purchasing & Fleet Services, Department of Waste Resources Liaison

Big Belly Solar, LLC ("Bigbelly")

By:  _____
Name: Brian Phillips
Title: CEO

By: _____
Name: Hans Kernkamp
Title: General Manager-Chief Engineer
Riverside County Department of Waste Resources
(Organizational Authorization)

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By:  _____
LISA SANCHEZ
DEPUTY COUNTY COUNSEL

Dated: 2/02/2023