


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 26, 2022

AGENDA ITEM:	
Memorandum of Understanding – Waste Data Pilot Project	
PREPARED BY:	DIRECTOR APPROVAL:
Skip Knutsen, PW Services Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
MOU with Rubicon Global, LLC Pilot Program Overview	
BUDGET CODE:	AMOUNT:
41046060 541000	
SUMMARY:	
<p>The Public Works Department, Solid Waste Division desires to conduct a three (3) month Waste Data Pilot Project offered to the City by Rubicon Global, LLC.</p> <p>Scope for this pilot will include implementation, training and donation of all related hardware and licensing for eight (8) residential/commercial waste and one (1) street sweeper route vehicles, including devices and licensing for a supervisor vehicle. Additionally, the city will benefit from the testing and validation of all system functions as it relates to route efficiency and customer service, automation of manual work products and digitalization of various Public Work forms.</p> <p>This pilot project is offered to the City with no cost for the three (3) month period and will provide the City with insight as to the usefulness and potential of a routing system software solution.</p> <p>If desired by the City, and if mutually agreed by both parties, this pilot project may be extended up to an additional six months. If an extension is confirmed, the City will compensate Rubicon \$3,100.00 per month (\$18,600.00 for six months) for Pilot Project Hardware, Software and Services.</p>	

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the memorandum of understanding with Rubicon Global, LLC.
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BINDING MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (“MOU”) is made and entered into as of 14th day of July, 2022 by and between RUBICON GLOBAL, LLC, having a principal place of business at 100 West Main Street, Suite 610, Lexington, KY 40507 (“Rubicon”) and the City of Marysville, Washington, having a principal place of business at 1049 State Avenue, Marysville, WA 98270 (the “City”) (Rubicon and the City are hereinafter referred to as the “Parties”).

SECTION 1 - BACKGROUND

1.01 Rubicon has developed a technology-enabled suite of systems and methods for monitoring waste management and street sweeping services provided by waste hauler and street sweeping vehicles in real-time, enabling users to effectively measure and manage the impact and efficiency of waste removal services.

1.02. The City’s Department of Solid Waste includes a fleet of approximately 13 waste and recycling vehicles (“Solid Waste Vehicles”) that service the approximately 21,500 households within the City limits.

1.03 The Parties are interested in conducting a joint 3-month waste data pilot project (the “Pilot Project”), allowing the City to test Rubicon’s technology-enabled suite of products to improve the impact and efficiency of its residential waste and recycling systems and its street sweeping systems. The City will also test the SmartCity application of Rubicon’s product suite, enabling its Solid Waste Fleet to act as mobile data collection centers, identifying and mapping civic issues, such as graffiti, potholes, low hanging wires and branches, on municipal streets.

SECTION 2 - PURPOSE OF THE MOU

2.01 The purpose of this MOU is to: (a) provide the basis for the Parties’ relationship under the Pilot Project; and (b) describe at a high level the key principles and terms which will apply to the Pilot Project.

SECTION 3 - PILOT PROJECT

3.01 Pilot Project: Rubicon and the City agree to participate in the Pilot Project to help the City demonstrate the power of Rubicon’s technology to improve municipal residential waste, recycling, and street sweeping systems. Rubicon agrees to donate hardware and software, training, and support as described below.

3.02 Pilot Project Hardware: For use in each of the City’s approximately 8 Solid Waste Vehicles, Rubicon will donate the following hardware devices: (1) a smartphone with service plan, (2) a telematics device, (3) a phone case, (4) a vehicle mount for smartphone, and (5) a vehicle charger and cable for the smartphone. Rubicon will also donate charging stations for charging the smartphones while not in use in a Solid Waste Vehicle. For use in 1 of the City’s Supervisor Vehicles, Rubicon will lease at no cost the following hardware devices: (1) a smartphone with service plan, (2) a telematics device, (3) a phone case, (4) a vehicle mount for smartphone, and (5) a vehicle charger and cable for the smartphone. For use in 1 of the City’s Street Sweepers, Rubicon will lease at no cost the following hardware devices: (1) a smartphone with service plan, (2) a telematics device, (3) a phone case, (4) a vehicle mount for smartphone, and (5) a vehicle charger and cable for the smartphone.

3.03 Pilot Project Software and Services: Rubicon will donate to the City access to its proprietary app-based software on the donated smartphones to monitor and collect data regarding activity of the Solid Waste and Street Sweeper Vehicles. Rubicon will also donate to the City access to a customized web portal providing access to real-time and historical information as derived from data collected by the donated smartphones using Rubicon's proprietary technology and information ("Portal Information"). Additionally, Rubicon will donate to the City training and support services for its proprietary and customized software.

3.04 Duration: Rubicon will donate the Pilot Project hardware, software, and services described in sections 3.01 - 3.03, from the date such technology-enabled suite of systems is substantially implemented in the Solid Waste Vehicles and notice of completion of such implementation is provided from Rubicon to the City until the third month anniversary of such date (the "Termination Date"). Within 2 weeks of the Termination Date, the City agrees to return all donated hardware and software to Rubicon. The City's access to Rubicon's customized web portal shall be discontinued 6 months after the Termination Date. Notwithstanding the foregoing, any terms of this MOU, which by their explicit language or their nature, including, without limitation, the provisions of Section 3.07 and Section 3.09, shall survive Termination of this MOU. Notwithstanding the foregoing, in the event City continues to access, use or otherwise utilize any of the Pilot Project Hardware, the Pilot Project Software and Services after the Termination of this MOU, City's use thereof shall at all times be subject to the provisions of this MOU, including, without limitation, Sections 3.05 through 3.09, below.

3.05 Liability: Rubicon assumes liability for breakage, theft, or loss of the donated Pilot Project Hardware that is not the result of gross negligence by the City, its agents or employees. Rubicon also agrees to provide reasonable maintenance for the Pilot Project Hardware for the duration of the Pilot Project, and the City agrees to provide Rubicon reasonable access to the Solid Waste and Street Sweeper Vehicles to provide such maintenance. The Parties will agree on an appropriate mechanism for the Parties to inform one another of any maintenance issues with the Pilot Project Hardware and for Rubicon to have access to the Pilot Project Hardware to provide such maintenance.

3.06 Value: It is estimated that the total value of hardware, software and services donated to the City during the Pilot Project is up to Sixteen Thousand Five Hundred and Thirty Two Dollars and zero cents. (\$16,532).

3.07 Intellectual Property:

- (a) Rubicon will retain ownership of all of its intellectual property including all intellectual property embodied in or used by the Pilot Project Hardware and Software and any other intellectual property necessary to conduct the Pilot Project. Rubicon grants the City a non-exclusive license under such intellectual property solely for the conduct of the Pilot Project for the duration of the Pilot Project. Such non-exclusive license will terminate upon completion of the Pilot Project.
- (b) Any intellectual property, including, but not limited to, any inventions, patents, copyrights, trade secrets, or know-how, made or acquired as a result of the Pilot Project whether solely by either of the Parties, or jointly by the Parties ("Project Intellectual Property") will be owned by Rubicon. The City hereby assigns all right, title, and interest in any such Project Intellectual Property to Rubicon.
- (c) Rubicon will retain ownership of any and all data in its possession prior to commencement of the Pilot Project, or that Rubicon otherwise generates or collects after

commencement of the Pilot Project, but that is unrelated to the Pilot Project (“Rubicon’s Pre-Existing Data”). The City will not be given access or any license to Rubicon’s Pre-Existing Data.

- (d) The City will retain ownership of data in its possession prior to commencement of the Pilot Project that it provides to Rubicon in conjunction with the Pilot Project, including, but not limited to addresses, routes, vehicle and operator identification, and/or waste services data gathered or prepared by the City (“City’s Pre-Existing Data”). The City hereby grants Rubicon the ability to use the City’s Pre-Existing Data for internal study and analysis of data, incorporation of the data with other data of Rubicon, and development of products or technology based on the data, but only to the extent that the City’s Pre-Existing Data shall be in an anonymized aggregated format.
- (e) Rubicon will own and retain the data generated and collected under the Pilot Project (“Project Data”), excluding any of the City’s Pre-Existing Data which is not in an anonymized aggregated format.

3.08 Additional Responsibilities of the City of Marysville:

- (a) The City will provide Rubicon reasonable access to the Waste Service and Street Sweeper Vehicles and the City’s appropriate facilities to install the Pilot Project Hardware. The Parties will agree on an appropriate time and location for such installation.
- (b) The City will make the operators of the City’s Waste Disposal and Street Sweeper Vehicles, managers, supervisors, and dispatchers of the City’s Department of Public Works fleet of Solid Waste Vehicles, and any other City employees who will participate in the Pilot Project available for the purpose of training on Pilot Project Hardware and Pilot Project Software set forth in Sections 3.02 and 3.03. The Parties will agree on an appropriate time and location for such training.
- (c) The City will provide Rubicon with City’s Pre-Existing Data concerning:
 - (i) the costs associated with providing waste collection and disposal services, including all data collected by the City representing the City’s costs to provide curbside collection services in the City’s County limits for each of the past 12 months, including labor costs for Solid Waste Vehicle operators, managers, supervisors and helpers/slingers, as well as maintenance and fuel costs associated with Solid Waste Vehicles; and
 - (ii) the amount of waste and recyclable materials it collected through curbside collection services in the City within the past 12 months, including the date and net weight of each load of waste and recyclable materials collected by a City Solid Waste Vehicle.
 - (iii) the costs associated with providing street sweeping services, including all data collected by the City representing the City’s costs to provide these services in the City’s County limits for each of the past 12 months, including labor costs for Street Sweeper operations, managers, and supervisors as well as maintenance and fuel costs associated with Street Sweepers; and

- (iv) the amount of street debris materials collected through sweeping services in the City within the past 12 months.

3.09 Confidentiality: All Project Data generated and collected under the Pilot Project, and Rubicon's Pre-Existing Data will be considered proprietary and confidential. The City agrees not to publish or otherwise make publicly available any Portal Information without the written permission of Rubicon. The City is subject to the public records act, chapter 42.56 RCW. If the City receives a request for a record that may contain confidential information, it will promptly notify Rubicon and provide Rubicon with a copy of the request. The City will not release any records sooner than ten business days after Rubicon receives notification of the request. Rubicon may obtain an injunction preventing or limiting disclosure of any of the records and is required to name both the City and the requestor in such action. If Rubicon has not obtained a court order within ten business days, the City may release the records.

SECTION 4 - FUTURE EXPECTATIONS; PILOT EXTENSION TERM

4.01 The Parties understand and agree that this Memorandum of Understanding, including the Pilot Project described herein, Rubicon's donation of goods and services during the Pilot Project, and the Parties' respective interests in the various forms of Intellectual Property contemplated, does not expressly or by implication obligate the City to purchase any goods or services from Rubicon or guarantee that the City will purchase any goods or services from Rubicon.

4.02 Pilot Extension Term

- (a) By written confirmation from both Parties, which confirmations may be via e-mail or other electronic format, or consenting to a "click through" agreement and acknowledgement, the Parties may mutually agree, each in their sole discretion, to extend the term of the Pilot Project up to an additional six (6) months beyond the Termination Date (the "Pilot Extension Term"). If the Parties wish to exercise the option for the Pilot Extension Term, the Parties shall provide the required notice and mutual agreement during the initial six (6) months of the Pilot Project in which case the Pilot Extension Term shall continue for three (3) months and during that three months, the Parties may, upon the same notice and mutual agreement requirements, exercise the option to extend the Pilot Extension Term an additional three (3) months (for a full six (6) month Pilot Extension Term).
- (b) During the Pilot Extension Term, the City agrees to pay to Rubicon \$3,100.00 per month on the first of each month for the Pilot Project Hardware, the Pilot Project Software and Services.
- (c) During the Pilot Extension Term, except as modified in this Section 4.02 or otherwise in writing by the Parties, all other terms and conditions of this MOU shall remain in effect.

SIGNATURES ON FOLLOWING PAGE

The Parties, by authorized representatives, have executed this Binding Memorandum of Understanding as of the Effective Date.

CITY OF MARYSVILLE, WA

RUBICON GLOBAL, LLC

JON NEHRING
Mayor

MICHAEL ALLEGRETTI
Chief Strategy Officer

Pilot program overview



What is it?

The opportunity for municipal governments to test Rubicon's core solid waste technology solution, RUBICONSmartCity, for three months on up to 10 solid waste vehicles within your City. RUBICONSmartCity digitizes operations, enhances customer service, and provides operational cost savings.

What does it cost?

Rubicon's pilot program is entirely cost-free. The key to a successful partnership is adoption of technology by users in the field and in the office. Rubicon conducts in-person training to ensure anyone that interacts with RUBICONSmartCity feels comfortable and understands how the platform can best enhance their daily operations. Rubicon handles installation, external hosting in a secure cloud environment, data charges, equipment, travel, software licensing, etc.

How long is the pilot?

Rubicon conducts pilots for three months at no cost.

How long does it take to launch?

Rubicon can be fully launched within 30-60 days after execution of the pilot Memorandum of Understanding (MOU).

What are the City’s responsibilities?

- Make participating waste service vehicle operators and supervisors available for initial training;
- Provide reasonable access to designated City waste vehicles for installation of agreed upon Rubicon technology;
- Provide route and customer data to populate the City’s Rubicon Portal and driver application;
- Provide clear and substantive feedback about experience with Rubicon;
- Assign dedicated project team to communicate with Rubicon’s project team regularly;
- Plan to incorporate Rubicon into operations on a daily basis;
- Encourage driver adoption and utilization of technology.

Partner cities

Rubicon has been rolled out in over 75 cities to date, including, Houston, TX; Baltimore, MD; Washington, D.C.; Kansas City, MO; Roseville, CA; Montgomery, AL; Memphis, TN; and Spokane, WA, among others.



Return on investment



Kansas City, MO

\$2 million reduction in costs and 17% increase in customer satisfaction.



Spokane, WA

Through digitization alone the City saved \$25,000 in annual printing costs.



Atlanta, GA

Saved \$300,000 in annual costs through a fleet optimization.

Rubicon features

- Service verification
- Exception flagging (bin not out, contamination, overflowing bin, broken bin, etc.)
- Fully digitized pre/post trip reporting, weight ticket entry, and routing
- Turn-by-turn navigation
- Two-way communications
- Enhanced customer service (reduction in 311 calls)
- Engine diagnostics and vehicle health information/alerts
- Driver performance reporting
- Route performance reporting
- AVL/GPS/breadcrumb trails
- Identify city insights (potholes, graffiti, low hanging branches, broken streetlights, etc.)
- Cloud based, app-based
- Inventory/asset management
- Supervisor application for in-field monitoring
- Route optimization
- Unlimited portal users
- Free upgrades/updates
- Software-only option allows city to operate off existing/purchased phones/tablets
- Dynamic routing
- Operational cost savings (efficient routing, time-savings, insights)
- SOS button for emergencies
- Route assistance
- Holiday planner
- Work order management
- Route builder
- Preventative maintenance and fleet alerts
- Route, facility, and custom geo-fencing and alerts
- Route recommendations
- Fault code notifications
- Safety gains
- Reduced go-backs
- Fuel usage and fuel efficiency

To learn more and sign up for a free pilot, visit:
Rubicon.com/cities

