

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS SE

BOARD AGENDA # \*C-5

Urgent        Routine ✓

AGENDA DATE OCTOBER 30, 2001

CEO Concurs with Recommendation YES        NO         
(Information Attached)

4/5 Vote Required YES        NO       

SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF STANISLAUS, THE CITY OF RIVERBANK, AND THE CITY OF TURLOCK TO CONSTRUCT COMPRESSED NATURAL GAS FUELING STATIONS

STAFF RECOMMENDATIONS: AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE THE COOPERATIVE AGREEMENT.

FISCAL IMPACT: The cost of the refueling stations consist of a combination of federal, state and local monies. The estimated cost is \$1,930,000.

BOARD ACTION AS FOLLOWS: No. 2001-831

On motion of Supervisor Blom, Seconded by Supervisor Mayfield  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Simon, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: Caruso  
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2)        Denied
- 3)        Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No. C-1-A-5  
C-5-E-2

**SUBJECT:** APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF STANISLAUS, THE CITY OF RIVERBANK AND THE CITY OF TURLOCK TO CONSTRUCT COMPRESSED NATURAL GAS FUELING STATIONS

**PAGE:** 2

**DISCUSSION:** The County of Stanislaus, the City of Riverbank and the City of Turlock are *partnering on* the construction of three compressed natural gas (CNG) fueling stations. As a cost saving measure, it is beneficial to construct all three CNG fueling stations as one project. *This cooperative agreement delineates the responsibilities of each agency.*

**POLICY**

**ISSUE:** This action is consistent with the Board's policy of providing a safe, healthy community.

**STAFFING**

**IMPACT:** There will be no staffing impacts associated with this action.

CB:sm

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**COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF STANISLAUS,  
THE CITY OF RIVERBANK AND CITY OF TURLOCK TO CONSTRUCT  
COMPRESSED NATURAL GAS FUELING STATIONS**

This Agreement is between the County of Stanislaus, hereinafter called COUNTY, the City of Riverbank, hereinafter called RIVERBANK, and the City of Turlock, hereinafter called TURLOCK.

**RECITALS**

1. The COUNTY, RIVERBANK and TURLOCK contemplate the construction of three compressed natural gas fueling stations, hereinafter called PROJECT, and desire to specify the terms and conditions under which the PROJECT is to be engineered, constructed, financed, and maintained.

**SECTION I**

**COUNTY AGREES:**

1. To enter into a formal agreement with a mutually selected design consultant for services to facilitate design and construction of PROJECT.
2. To advertise, award and provide PROJECT oversight during construction including furnishing progress payments to contractor, invoicing Caltrans and submitting the final report to Caltrans.
3. To identify and isolate costs related to each fueling station and provide required financial reports to RIVERBANK and TURLOCK.
4. Upon completion of the PROJECT and all work incidental thereto, to furnish RIVERBANK and TURLOCK with a detailed statement of the portion of the engineering and construction cost to be borne by each agency, including resolution of any claims filed by COUNTY's contractor.

**SECTION II**

**RIVERBANK AGREES:**

1. To provide construction oversight for the fueling station being constructed in their jurisdiction and furnish progress estimates to COUNTY's representative.
2. To pay COUNTY within 30 days of receipt of the detailed statement from COUNTY, the cost of the PROJECT included in RIVERBANK's share as estimated in SECTION IV, paragraph 1 of this agreement including the cost of any claim resolution.

**SECTION III**

**TURLOCK AGREES:**

1. To provide construction oversight for the fueling station being constructed in their jurisdiction and furnish progress estimates to COUNTY's representative.
2. To pay COUNTY within 30 days of receipt of the detailed statement from COUNTY, the cost of the PROJECT included in TURLOCK's share as estimated in SECTION IV, paragraph 1 of this agreement including the cost of any claim resolution.

#### SECTION IV

##### **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The total cost of the PROJECT, including all engineering and construction is estimated to be \$1,930,000, which amount is funded as follows: \$1,608,629 Federal Congestion Management and Air Quality (CMAQ) funds, \$100,000 California Department of Energy funds, \$167,000 State Transportation Improvement Program funds, \$27,185.50 COUNTY funds, and \$27,185.50 TURLOCK funds. Federal funds reimbursed for engineering and construction costs of the PROJECT shall be to the equal benefit of COUNTY, RIVERBANK and TURLOCK. California Department of Energy funds shall be used to meet any local match share for RIVERBANK first and then any remainder shall be shared equally to offset the cost of the PROJECT. If the final cost of PROJECT construction exceeds the estimated budget funded as set forth above, each party shall be responsible for and shall pay the full and final cost of improvements of their respective fueling station.
2. COUNTY, RIVERBANK and TURLOCK will take responsibility for reviewing and approving the design features of their respective fueling station. The cost of the "in-house" plan check shall be borne by the respective jurisdiction.
3. COUNTY, RIVERBANK and TURLOCK will take responsibility for making application for all required electric and gas services for their respective fueling station. Any utility fees shall be borne by the respective jurisdiction.
4. COUNTY, RIVERBANK and TURLOCK will take responsibility for furnishing a Right of Way Certification for the PROJECT in their respective jurisdiction.
5. If existing public utility facilities conflict with the construction of the PROJECT, COUNTY, RIVERBANK and TURLOCK will all make separate arrangements with the owners of such utilities for their protection, relocation or removal within their respective jurisdiction.
6. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances constructed at each jurisdiction's fueling station will automatically be vested in the respective agency.
7. The construction contract will include a one (1) year maintenance agreement and warrantee. After the expiration of the contract maintenance period, each agency will make their own maintenance arrangements.
8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RIVERBANK or TURLOCK under or in connection with any work, authority, or jurisdiction delegated to RIVERBANK or TURLOCK under this agreement. It is understood and agreed that, pursuant to Government Code, Section 895.4, RIVERBANK and TURLOCK shall fully indemnify and hold COUNTY harmless from all liabilities imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by RIVERBANK or TURLOCK under or in connection with any work, authority, or jurisdiction delegated to RIVERBANK or TURLOCK under this Agreement.

9. Neither RIVERBANK nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY or TURLOCK under or in connection with any work, authority, or jurisdiction delegated to COUNTY or TURLOCK under this agreement. It is understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY and TURLOCK shall fully indemnify and hold RIVERBANK harmless from all liabilities imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY or TURLOCK under or in connection with any work, authority, or jurisdiction delegated to COUNTY or TURLOCK under this Agreement.
  
10. Neither TURLOCK nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY or RIVERBANK under or in connection with any work, authority, or jurisdiction delegated to COUNTY or RIVERBANK under this agreement. It is understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY and RIVERBANK shall fully indemnify and hold TURLOCK harmless from all liabilities imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY or RIVERBANK under or in connection with any work, authority, or jurisdiction delegated to COUNTY or RIVERBANK under this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized by COUNTY this 30<sup>th</sup> day of October, 2001, and by RIVERBANK this 2<sup>nd</sup> day of October, 2001, and by TURLOCK this 27<sup>th</sup> day of September, 2001.

**COUNTY OF STANISLAUS**

ATTEST:

CHRISTINE FERRARO TALLMAN  
 Clerk of the Board of Supervisors  
 County of Stanislaus, State of California

By *[Signature]*  
 Deputy Clerk

*[Signature]*  
 PAT PAUL  
 Chair of the Board

APPROVED AS TO FORM:

MICHAEL H. KRAUSNICK  
 County Counsel

By *[Signature]*  
 Deputy County Counsel  
 Dated 10/23/01

APPROVED AS TO CONTENT:

*[Signature]*  
 GEORGE STILLMAN  
 Director of Public Works  
 Dated 10/23/01

CITY OF RIVERBANK

ATTEST:

RICHARD P. HOLMER  
City Manager

By Richard P. Holmer

APPROVED AS TO FORM:

TOM HALLINAN  
City Attorney

By [Signature]  
Dated 10.2.01

LORI GRIGSBY  
City Clerk

By Lori Grigsby, CMC

APPROVED AS TO CONTENT:

RANDAL DODD  
Public Works Director

By Randal Dodd  
Dated 10/02/01

CITY OF TURLOCK

ATTEST:

STEVE KYTE  
City Manager

By Steve Kyte

APPROVED AS TO FORM:

RICHARD C. BURTON  
City Attorney

By [Signature]  
Dated \_\_\_\_\_

RHONDA GREENLEE  
City Clerk

By Rhonda Greenlee, Deputy

APPROVED AS TO CONTENT:

BRAD KLAVANO  
City Engineer

By Brad Klavano  
Dated 9/27/01

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