

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

DEPT: Public Works *MM*

BOARD AGENDA # \*C-3

Urgent  Routine

AGENDA DATE December 11, 2007

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Enter Into an Agreement with the City of Riverbank to Allow the Fueling of their Compressed Natural Gas Vehicles at the Stanislaus County Compressed Natural Gas Fueling Station

STAFF RECOMMENDATIONS:

1. Approve the City of Riverbank fueling their compressed natural gas vehicles at the Stanislaus County Compressed Natural Gas Fueling Station.
2. Authorize the Director of Public Works to execute the agreement with the City of Riverbank.

FISCAL IMPACT:

The City of Riverbank will reimburse the Public Works Department - Morgan Shop budget for the cost of the fuel.

BOARD ACTION AS FOLLOWS:

No. 2007-960

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

*Christine Ferraro*  
CHRISTINE FERRARO TALLMAN, Clerk

File No. C-1-A-19

## Approval to Enter Into an Agreement with the City of Riverbank to Allow the Fueling of their Compressed Natural Gas Vehicles at the Stanislaus County Compressed Natural Gas Fueling Station

### **DISCUSSION:**

The City of Riverbank has a small fleet of compressed natural gas (CNG) vehicles that need access to a CNG station in the event that Riverbank's CNG Station fails. Stanislaus County has a fueling station located at 1716 Morgan Road and the Department of Public Works has been approached by the City of Riverbank to look into the use of the County's station as an alternate source of fueling.

The attached agreement defines the responsibilities and obligations of each agency. The agreement has been reviewed and approved as to form by County Counsel.

The general parameters of the agreement include:

- Stanislaus County will provide fueling facilities at 1716 Morgan Road, Modesto, California 95358.
- City will be provided one (1) card key per vehicle.
- Training certification will be required for each individual who may fuel a natural gas vehicle.
- County will bill City at the applicable rate(s) for the total compressed natural gas service on a monthly basis.
- The term of the agreement shall be three (3) years, commencing October 30, 2007, and ending at 11:59 p.m. on October 30, 2010. The term shall automatically be extended for one-year periods unless a party notifies the other party in writing of its intent to cancel the contract.
- Any notices required or desired to be sent pursuant to the agreement shall be sent or delivered by hand to the appropriate person, addressed as stated in the body of the agreement.
- City accepts all risks related to the operation and fueling of Customers motor vehicles at County's CNG Fueling station.
- City agrees to accept financial responsibility for any damage caused to County's property due to negligence or willful misconduct of City's employees, agents, officers or representatives.

### **POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with the Board's priorities of providing a safe community, a healthy community and effective partnerships.

### **STAFFING IMPACT:**

There is no staffing impact associated with this item.

**COUNTY OF STANISLAUS**  
**COMPRESSED NATURAL GAS FUELING AGREEMENT**

**GENERAL**

1. This Agreement, between the County of Stanislaus (County), a political subdivision of the State of California, and City of Riverbank (City), is for the supply of compressed natural gas (CNG) for fueling motor vehicles.

2. City agrees to purchase and County agrees to provide a supply of CNG pursuant to the terms of this Agreement.

3. City agrees to provide a written list of all vehicles, including make, model, year, odometer reading, vehicle identification number, and license number, which will be using CNG. The City agrees to notify County if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to CNG.

4. This Agreement includes Exhibit A (Certificate of Training and Instruction for Fueling Natural Gas Vehicles). Exhibit A is incorporated into and made a part of this Agreement.

**FUELING LOCATION**

5. County will provide fueling facilities at 1716 Morgan Road, Modesto, California 95358.

6. City access time shall be mutually arranged.

7. Fueling will be accomplished by using the CNG dispensing system. City will be provided one (1) card key per vehicle, which will be used to initiate fueling. City will be held responsible for the safe keeping of the card key and will be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the City to notify County immediately if said card key is lost or stolen.

8. Training certification will be required for each individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Training and Instruction for Fueling Natural Gas Vehicles. No person is permitted to fuel a vehicle with CNG until the County has issued a signed Certificate of Training and Instruction for Fueling Natural Gas Vehicles to that individual. Each person completing such training must be re-certified in training every three (3) years.

## BILLING

9. County will bill City at the applicable rate(s) for the total compressed natural gas service during that billing period. The billing period shall be from the first day of the month through the last day of the month. County shall send a monthly invoice to City addressed as follows:

City of Riverbank  
Attention: Public Works  
6707 3<sup>rd</sup> Street  
Riverbank, CA 95367

The County must receive payment for that invoice within thirty days of the date of mailing. Payments should be sent to:

County of Stanislaus Auditor-Controller  
PO Box 770  
Modesto, CA 95353-0770

## TERMS AND TERMINATION

10. The initial term of this Agreement shall be three (3) years, commencing December 11, 2007 and ending at 11:59 p.m. on December 11, 2010.

The term shall automatically be extended for one-year periods unless a party notifies the other party in writing of its intent to cancel the contract at least ninety (90) days prior to the end of the current contract term.

## NOTICES

11. Any notices required or desired to be sent pursuant to this Agreement shall be sent or delivered by hand to the appropriate person, addressed as follows:

CITY: City of Riverbank  
Attention: Public Works  
6707 3<sup>rd</sup> Street  
Riverbank, CA 95367

COUNTY: Mel Eslinger  
Manager III, Public Works Department  
1716 Morgan Road  
Modesto, CA 95358

12. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

#### LIABILITY

13. City accepts all risks related to the operation and fueling of City's motor vehicles at County's CNG fueling station, and agrees, pursuant to Government Code §895.4, to hold County and its employees, officers, agents and representatives harmless from any and all damages, losses, judgments, liabilities, expenses and other costs, including litigations and attorney fees resulting from City's use of the County's CNG fueling station, excepting only such damage or injury caused by the sole negligence or willful misconduct of County.

14. City agrees to accept financial responsibility for any damage caused to County's property due to negligence or willful misconduct of City's employees, agents, officers or representatives during ingress, egress or fueling of City's motor vehicles with CNG.

#### ASSIGNMENT

15. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

#### AMENDMENT

16. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

## ENTIRE AGREEMENT

17. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

## ADVICE OF ATTORNEY

18. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

## CONSTRUCTION

19. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.


## GOVERNING LAW AND VENUE

20. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

Department of Public Works

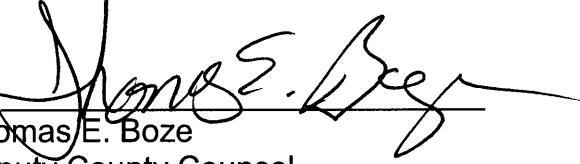
By:   
Matthew Machado  
Director

**CITY OF RIVERBANK**

By:   
Jerry Meyer  
Interim Public Works Director

APPROVED AS TO FORM:

Michael H. Krausnick  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel