

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

DEPT: Public Works *AMM*

BOARD AGENDA # *C-4

Urgent

Routine

AGENDA DATE December 11, 2007

CEO Concur with Recommendation **YES** **NO**

(Information Attached)

4/5 Vote Required **YES** **NO**

SUBJECT:

Approval of Agreement with the City of Riverbank to Construct Two Compressed Natural Gas (CNG) Maintenance Facilities and Authorization for the Chairman of the Board to Sign the Agreement

STAFF RECOMMENDATIONS:

1. Approve the agreement with the City of Riverbank to construct two CNG maintenance facilities.
2. Authorize the Chairman of the Board to execute the agreement.
3. Authorize the Auditor-Controller to increase appropriations by \$10,000 as detailed in the Budget Journal Form for the preliminary engineering local match portion for construction of two CNG maintenance facilities.

FISCAL IMPACT:

The construction of the CNG maintenance facilities is 88.53% funded by a federal grant, thereby requiring an 11.47% combined County and City contribution. There is an additional cost to the County for the City of Riverbank to administer the County's portion of the project equal to 5% of both the construction cost and the preliminary engineering cost. The revenue sources are \$770,210 from federal Congestion Mitigation and Air Quality (CMAQ) funds and \$49,878 from the City of Riverbank and \$70,378 from Public Works Morgan Shop funds for a total of \$890,466.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2007-961

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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-1-A-20

Approval of Agreement with the City of Riverbank to Construct Two Compressed Natural Gas (CNG) Maintenance Facilities and Authorization for the Chairman of the Board to Sign the Agreement

FISCAL IMPACT:

The County's contribution includes \$20,500 that will be paid to the City of Riverbank for project administration. Public Works Morgan Shop will be funding \$10,000 of the preliminary engineering cost in the current fiscal year out of fund balance. The remaining \$60,378 will be included in Morgan Shop's Fiscal Year 2008/2009 budget.

DISCUSSION:

The two proposed CNG maintenance facilities will be located at the Department of Public Works Maintenance Yard on Morgan Road and the City of Riverbank Corporation Yard on High Street. Both the City of Riverbank and the County of Stanislaus are actively purchasing CNG vehicles and now need specialized facilities for the repair of these vehicles.

More specifically, the County project is to enclose two vehicle/storage bays within an existing 50' wide x 200' long roof canopy structure. The roof structure will be strengthened with bracing and metal siding. Vehicle roll-up and personnel doors will be located at the end of the bays. The service bays will be monitored by a gas detection system directly linked to an alarm, utilities shut off, motorized door openings, and exhaust fan to provide a safe working environment for staff while servicing CNG vehicles. It is anticipated that the start of construction will occur in summer 2008 with completion in fall 2008.

Per the proposed cooperative agreement, the City of Riverbank will administer the contract for the preliminary engineering and the construction. The City will advertise and award the contract to construct both the city and county maintenance facilities. The County will provide oversight of the construction of its facility in the form of inspecting the work. Likewise, the City will inspect the work on its portion of the project. The cost to the County for the administration will be 5% of the County's share of the preliminary engineering and construction contracts. The actual cost of the contract is not available, but it is expected that after Federal reimbursement, the County's total cost will be approximately \$70,378.

POLICY ISSUES:

The Board of Supervisors should determine if this action is consistent with its priorities of providing a healthy community, and effective partnerships.

STAFFING IMPACT:

There is no staffing impact associated with this item.

RC:jg

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ATTACHMENTS AVAILABLE
FROM YOUR CLERK

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Set up Budget for City of Riverbank CNG Maintenance Facilites
Period	JUL-07 to JUN-08
Organization	Stanislaus Budget Org
	BO#

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	5121	42100	66260	0	0	0.0	10,000.00				
2	5121	42100	80320	0	0	0.0		10,000.00			
3						0.0					
4						0.0					
5						0.0					
6						0.0					
7						0.0					
8						0.0					
9						0.0					
10						0.0					
11						0.0					
12						0.0					
13						0.0					
14						0.0					
15						0.0					
16						0.0					
17						0.0					
18						0.0					
19						0.0					
20						0.0					
21						0.0					
22						0.0					
23						0.0					
24						0.0					
25						0.0					
Totals							10,000.00	10,000.00			

Set up Budget for City of Riverbank CNG Maintenance Facilites

Requesting Department		CEO	Auditors Office Only	
Sharon Andrews				
Signature		Signature	Prepared By	Admin Approval (\$75K+)
11/30/07		12/07/07		12/3/07
Date		Date	Date	Date

Contact Person & Phone Number

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF RIVERBANK AND
THE COUNTY OF STANISLAUS TO CONSTRUCT TWO CNG MAINTENANCE
FACILITIES**

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

RECITALS

1. RIVERBANK and the COUNTY contemplate the construction of two CNG Maintenance Facilities, 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

RIVERBANK 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 CNG Maintenance Facility and provide required financial reports to COUNTY.
4. Upon completion of the PROJECT and all work incidental thereto, to furnish COUNTY 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 RIVERBANK'S contractor.

SECTION II

COUNTY AGREES:

1. To provide construction oversight for the CNG Maintenance Facility being constructed in the COUNTY'S jurisdiction and furnish progress estimates to RIVERBANK'S representative.
2. Pay to the City five percent (5%) for County's share of contract for Preliminary Engineering to cover administrative costs to the City of Riverbank.
3. Pay to the City five percent (5%) for County's share of engineer's estimate for Construction to cover administrative costs to the City of Riverbank.
4. To pay RIVERBANK within 30 days of receipt of the detailed statement from RIVERBANK, the cost of the PROJECT included in COUNTY'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 \$870,000 which amount is funded as follows: \$770,210 Federal Congestion Management and Air Quality (CMAQ) funds, \$49,878 RIVERBANK funds, and \$49,878 COUNTY funds. Federal funds reimbursed for engineering and construction costs of the PROJECT shall be to the equal benefit of RIVERBANK and COUNTY. 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 CNG Maintenance Facility.
2. RIVERBANK and COUNTY will take responsibility for reviewing and approving the design features of their respective CNG Maintenance Facilities. The cost of the "in-house" plan check shall be borne by the respective jurisdiction.
3. RIVERBANK and COUNTY will take responsibility for making application for all required electric and gas services for their respective Maintenance Facilities. Any utility fees shall be borne by the respective jurisdiction.
4. RIVERBANK and COUNTY 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, RIVERBANK and COUNTY 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 CNG Maintenance Facility will automatically be vested in the respective agency.
7. The construction contract will include a (1) year maintenance agreement and warrantee. After the expiration of the contract maintenance period, each agency will make their own maintenance arrangements.
8. 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 under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this agreement. It is understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY 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 under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement.

9. 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 under or in connection with any work, authority, or jurisdiction delegated to RIVERBANK under this agreement. It is understood and agreed that, pursuant to Government Code, Section 895.4, RIVERBANK 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 under or in connection with any work, authority, or jurisdiction delegated to RIVERBANK under this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized by RIVERBANK this **13th** day of **June, 2005** and by COUNTY this _____ day of _____, ~~2005~~. 2007.

CITY OF RIVERBANK

ATTEST:

RICHARD P. HOLMER
City Manager

By: *Richard P. Holmer*

Date signed: 10-22-07

LINDA ABID-CUMMINGS
City Clerk

By: *Linda Abid-Cummings*

Date signed: 10-22-07

APPROVED AS TO FORM:

TOM HALLINAN
City Attorney

By: *Tom Hallinan*

Date signed: 10/22/07

APPROVED:

CHRISTOPHER CRIFASI
Mayor

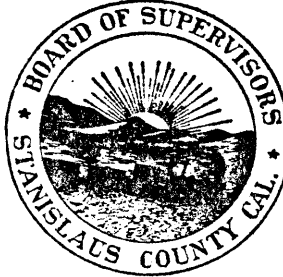
By: *Christopher Crifasi*

Date signed: 10-22-07

COUNTY OF STANISLAUS

By: William O'Brien
WILLIAM O'BRIEN, CHAIRMAN
Board of Supervisors
County of Stanislaus, State of California

Date signed: 12-11-07



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

By: Christine Ferraro Tallman
Deputy Clerk

Date signed: 12/11/07

APPROVED AS TO CONTENT:
Department of Public Works

By: Matt Machado
MATT MACHADO, DIRECTOR

Date signed: 11-30-07

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
County Counsel

By: Thomas E. Boze
Thomas E. Boze
Deputy County Counsel

Date signed: 11-30-07