

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

DEPT: Public Works

BOARD AGENDA # \*C-4

Urgent  Routine

AGENDA DATE March 3, 2015

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 Turlock to Allow Fueling of County Compressed Natural Gas Vehicles by the County of Stanislaus' Employees, Agents, Officers, or Representatives at the City of Turlock's Compressed Natural Gas Fueling Station

STAFF RECOMMENDATIONS:

- 1) Approve the Agreement with the City of Turlock to allow fueling of County Compressed Natural Gas Vehicles (CNG) by the County of Stanislaus' employees, agents, officers, or representatives at the City of Turlock's CNG Fueling Station.
- 2) Authorize the Director of Public Works to execute the Agreement with the City of Turlock.

FISCAL IMPACT:

The City will bill the County at the applicable rate(s) for total CNG services on a monthly basis. The cost of fuel obtained from the City of Turlock as of this date is \$2.00 per equivalent gallon. The City may adjust the price quarterly based on fuel and operating expenses and will notify the County in writing 30 days prior to the change. Funding is available in the Morgan Shop Fiscal Year 2014-2015 Adopted Final Budget.

BOARD ACTION AS FOLLOWS:

No. 2015-83

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith  
 and approved by the following vote,  
 Ayes: Supervisors: Chiesa, Monteith, De Martini, and Chairman Withrow  
 Noes: Supervisors: None  
 Excused or Absent: Supervisors: O'Brien  
 Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended
- 4) \_\_\_\_\_ Other:

MOTION:

ATTEST: Christine Ferraro  
 CHRISTINE FERRARO TALLMAN, Clerk

## Approval to Enter into an Agreement with the City of Turlock to Allow Fueling of County Compressed Natural Gas Vehicles by the County of Stanislaus' Employees, Agents, Officers, or Representatives at the City of Turlock's Compressed Natural Gas Fueling Station

### **DISCUSSION:**

There are very few fueling stations in our area that service CNG vehicles. Public Works Morgan Shop contacted the City of Turlock and requested the development of an Agreement to allow County vehicles to refuel at the City of Turlock's CNG facility located at 1001 South Walnut Road, Turlock, California. Morgan Shop requested this agreement in the event that the County's CNG facility malfunctions or County vehicles are too far away from our own fueling station at 1716 Morgan Road to refuel. In most cases, using the City's fuel station will be less expensive than sending a mechanic and tow truck to the County vehicle needing fuel. In addition, it would prevent delays of the County employee's daily operations.

The general parameters of the Agreement include:

- The City of Turlock will provide fueling facilities at 1001 South Walnut Road, Turlock, California.
- The City will provide one card key per vehicle.
- A Certificate of Training and Instruction for Fueling Natural Gas Vehicles will be required for each individual who fuels a CNG vehicle.
- The City will bill the County at the applicable rate(s) for total CNG services on a monthly basis.
- The term of the Agreement shall be three years, beginning March 3, 2015, and ending at 11:59 p.m. on March 2, 2018.
- 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.
- County accepts all risks related to the operation and fueling of CNG vehicles by County's employees, agents, officers or representatives.
- County agrees to accept financial responsibility for any damage caused to fueling station due to negligence or willful misconduct by County's employees, agents, officers or representatives.

### **POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing a Safe Community, Healthy Community, and Effective Partnerships by working with the City of Turlock to provide the County's dedicated CNG vehicles with a cost effective alternative fueling station, so that County employees can continue to serve the Community's needs without delay

### **STAFFING IMPACT:**

There is no staffing impact associated with this item.

Approval to Enter into an Agreement with the City of Turlock to Allow Fueling of County Compressed Natural Gas Vehicles by the County of Stanislaus' Employees, Agents, Officers, or Representatives at the City of Turlock's Compressed Natural Gas Fueling Station

**CONTACT:**

Matt Machado, Director of Public Works. Telephone: (209) 525-4139.

**ATTACHMENT:**

City of Turlock Compressed Natural Gas Fueling Agreement

TH:aa

M:\Morgan Shop\Morgan\Board Items\Turlock CNG\Turlock CNG Board Item Draft 4



## COMPRESSED NATURAL GAS FUELING AGREEMENT

**THIS AGREEMENT** is entered into this 3<sup>RD</sup> day of MARCH, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **COUNTY OF STANISLAUS' EMPLOYEES, AGENTS, OFFICERS, AND REPRESENTATIVES** (hereinafter referred to as "County").

**WHEREAS**, City is the owner of a compressed natural gas facility ("CNG") and desires to provide such fuel to private individuals as well as other public entities; and

**WHEREAS**, County has need for fueling motor vehicles using CNG.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. County agrees to purchase and City agrees to provide a supply of CNG pursuant to the terms of this Agreement. The cost of fuel shall include City's operating, capital replacement costs, and applicable taxes. The price per gallon equivalent, as of the date of this Agreement, is \$2.00 per equivalent gallon. City's operating and/or fuel cost may be adjusted quarterly. When City's operating and/or fuel cost is adjusted, City will notify County in writing at least 30 days prior to the effective date of the new cost.

2. County agrees to provide a written list of all the vehicles, including make, model, year, odometer reading, vehicle identification number, and license number, which will be using CNG. County further agrees to notify City if any vehicle listed is no longer in use or has been replaced.

3. This Agreement includes Exhibit A (Certificate of Training and Instruction for Fueling Natural Gas Vehicles) attached hereto and made a part hereof.

4. City will provide fueling facilities at 1001 South Walnut Road, Turlock, California.

5. Access time shall be mutually arranged between City and County.

6. Fueling will be accomplished by using the CNG dispensing system. County will be provided one (1) key card per vehicle that will be used to initiate fueling. County will be held responsible for the safekeeping of the key card and will be charged \$25.00 for replacement if it is lost or stolen. County shall notify City immediately if said key card is lost or stolen.

7. Training certification is required for each individual who fuels a natural gas vehicle. County 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 City 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. Fueling of vehicles by an uncertified person will result in immediate cancellation of this Agreement.

8. The billing period shall end monthly on the last day of each month. City will bill County at the applicable rate(s) for the total compressed natural gas service during that billing period. Fuel supplied to any vehicle that is authorized to fuel at City's CNG fueling station will be included in the total amount of compressed natural gas billed to County for that period. City shall send a monthly invoice to County addressed as follows:

Name: COUNTY OF STANISLAUS  
Public Works Morgan Shop  
Address: 1716 Morgan Road  
Modesto, CA 95358  
Phone (work): 209-525-4139  
Phone (home):  
Phone (cell):

City must receive payment for that invoice by 5:00 p.m. on the date specified on the invoice. Failure to provide payment within the time identified may result in cancellation of this Agreement. Payments should be sent to: CITY OF TURLOCK - Finance Office, 156 S. Broadway, Suite 114, Turlock, CA 95380, phone: (209) 668-5570.

9. The initial term of this Agreement shall be three (3) years, commencing on **MARCH 3, 2015** and ending at 11:59 p.m. on **MARCH 2, 2018**. Either party may cancel this Agreement at any time.

10. Any notices sent pursuant to this Agreement shall be addressed as follows:

to County: COUNTY OF STANISLAUS  
Public Works Morgan Shop  
1716 Morgan Road  
Modesto, CA 95358

to City: CITY OF TURLOCK  
Municipal Services Utilities Manager  
156 S. Broadway, Suite 270  
Turlock, CA 95380

11. 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.

12. County accepts all risks related to the operation and fueling of County's motor vehicles at City's CNG fueling station and agrees to hold City and its employees, officers, agents and representatives harmless from any and all damages resulting from ingress, egress, and fueling with CNG at the City facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of County's motor vehicles with CNG.

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

14. County agrees to provide City with proof of automobile insurance evidencing coverage of \$100,000 per person/\$300,000 per accident/\$50,000 property damage and a valid driver license.

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.

16. No amendment, alteration or variation of the terms or specifications of this Agreement shall be valid unless made in writing, mutually signed by the parties hereto, and attached to the original Agreement. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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.

19. This Agreement shall be interpreted and construed according to the laws of the State of California.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date written hereinabove.

**CITY OF TURLOCK**, a municipal corporation

By: Roy W. Wasden  
Roy W. Wasden, City Manager

Date: 6/4/15

APPROVED AS TO FORM AND LEGALITY:

By: Phaedra A. Norton  
Phaedra A. Norton, City Attorney

ATTEST:

By: Kellie E. Weaver  
Kellie E. Weaver, City Clerk

**COUNTY OF STANISLAUS**

By: Matthew Machado  
Matthew Machado, PE.  
Public Works Director

Date: Feb 3, 2015

APPROVED AS TO FORM AND LEGALITY:

JOHN DOERING, COUNTY Counsel:

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

# CITY OF TURLOCK

## CERTIFICATE OF INSTRUCTION FOR FUELING NATURAL GAS VEHICLES

### HOW TO SAFELY FILL NATURAL GAS VEHICLES

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 50 feet of the fueling area.
2. Cylinders not in compliance with DOT or ASME regulations shall not be refueled.
3. Vehicle must be shut off.
4. The vehicle hand or emergency brake must be set.
5. Remove protective cap on vehicle refueling receptacle (if applicable).
6. Remove refueling device from dispenser.
7. Inspect fueling hose and connector prior to making connection.
8. Make connection and ensure connector is locked in place.
9. Open refueling valve.
10. Shut off refueling valve on fueling device after flow stops registering on dispenser.
11. Place refueling device back on dispenser.

**I HEREBY CERTIFY** that the instructions for filling natural gas vehicles as outlined above were

given to me \_\_\_\_\_ by an employee for  
PRINT OPERATOR'S NAME

the City of Turlock on \_\_\_\_\_, 20\_\_.  
DATE OF INSTRUCTION

Operator's Signature: \_\_\_\_\_

**CITY OF TURLOCK**

\_\_\_\_\_  
SIGNATURE OF INSTRUCTOR

\_\_\_\_\_  
PRINT NAME