



County of Santa Cruz ^{000 31}

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

April 26, 1999

Agenda: May 18, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Compressed Natural Gas (CNG) User Agreement with the City of Santa Cruz

Dear Members of the Board:

On December 15, 1998, your Board approved contracts related to the Natural Gas Fueling Coalition Project at the County's Fleet Operations Service Center. This project provides for private and public entities to utilize the fueling facility once they enter into user agreements with the County.

The City of Santa Cruz has signed a user agreement, attached for your Board's consideration. The agreement provides for the city to obtain CNG fuel for their vehicles and provides the mechanism for County billing of fuel charges. The anticipated revenue from this agreement is estimated at \$800 annually.

It is therefore recommended that your Board approve the attached ADM 29 and user agreement with the City of Santa Cruz for the Supply of compressed natural gas for fueling city vehicles and authorize the General Services Director to execute the agreement.

Very truly yours,

ROY HOLMBERG
Director of General Services

RH/NCG/su1/CNG.fuel.

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

Enclosure: ADM29
User Agreement

cc: Auditor-Controller
General Services - Fiscal
General Services - Facilities

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

000 32

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

General Services (Dept.)
[Signature] (Signature) _____ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
and, CITY OF SANTA CRUZ (Name & Address)

2. The agreement will provide for the supply of compressed natural gas (CNG) for fueling of vehicles

3. The agreement is needed to execute agreement

4. Period of the agreement is from _____ to June 30, 1999

5. ^{Revenue} ~~Anticipated cost~~ is \$ estimated at \$200 per quarter based on usage (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: continuing contracts list

7. ^{Revenues} ~~Appropriations~~ are budgeted in 333500 (Index#) 2122 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ^{are} ~~are not~~ available and ^{have been} ~~will be~~ encumbered. Contract No. R-697 Date 5/4/99
NA NA
GARY A. KNUTSON, Auditor - Controller
By [Signature] County Administrative Officer

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

(Agency).

Remarks: _____

(Analyst)

County Administrative Officer
By [Signature] Date 5-6-99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

12
ADM-29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
County Administrative Officer
By _____ Deputy Clerk

RECEIVED

99 JAN 13 AM 11:58

COUNTY OF SANTA CRUZ**NATURAL GAS REFUELING FACILITY (NGRF) USER'S AGREEMENT**GENERAL

1. This Agreement, entered into between the County of Santa Cruz (herein referred to as County), and The City of Santa Cruz, herein referred to as Customer), is for the supply of compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and County agrees to provide a supply of CNG pursuant to the terms of this Agreement and in accordance with County's applicable gas fueling rules.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, vehicle identification number, and license number, which will be fueling at the Santa Cruz NGRF. Customer agrees to notify County if any of the vehicles are taken out of service or no longer fueled by CNG.
4. Customer and each of its employees and agents who will be using the Santa Cruz NGRF shall execute the Certificate of Instruction for Fueling Natural Gas Vehicles as shown on Exhibit A and made part of this Agreement.
5. Customer agrees to pay the rate per-therm charges based upon the formula detailed in Exhibit B, as established by the Natural Gas Fueling Coalition of Santa Cruz County. This pricing formula seeks recovery of the cost of operating the Santa Cruz NGRF and is subject to change based on changes in the cost of individual formula components.

FUELING LOCATION

6. All fueling will be provided at Santa Cruz NGRF.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer 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 Customer to notify County immediately if said key card is lost or stolen.

TAXES

9. Customer acknowledges that the use or sale of natural gas as a motor vehicle fuel may subject Customer to use fuel, sales, or other taxes imposed by governmental jurisdictions. While County may collect such taxes from Customer as required by applicable laws, County makes no representation and undertakes no obligation as to Customer's compliance with Customer's own tax obligations and liabilities.

BILLING

10. The Natural Gas Refueling Coalition of Santa Cruz County will invoice Customer at the applicable rate(s) set forth herein for compressed natural gas service on a monthly basis and will send the Customer's monthly billing to the following address:

City of Santa Cruz
Attn: Chris Meakin
1125 River Street
Santa Cruz CA 95060-1710

11. Customer will send payment to the County of Santa Cruz in a timely manner. Access to Santa Cruz NGRF may be interrupted for customer bills not paid within 60 days.

12. A customer delinquent in payment for two (2) billing cycles shall be prohibited use of the Santa Cruz NGRF until the balance due is paid in full. Repeated delinquencies in payment may result in termination of this Agreement.

TERMS AND TERMINATION

13. The initial term of this Agreement shall be one year commencing _____. This Agreement shall continue on a month-to-month basis until terminate; by either party upon thirty (30) days prior written notice.

COMMUNICATIONS

14. Any formal communications concerning this Agreement shall be in writing. Formal communications are to be delivered either by hand or by certified delivery to the appropriate address, as follows:

To Customer:

City of Santa Cruz
Attn: Dennis Hogan
1125 River Street
Santa Cruz CA 95060-1710

To County of Santa Cruz: General Services Department
Attn: Sue Dunleavy
701 Ocean St., Room 330
Santa Cruz, CA 95060-4073

15. 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 deposited in the U.S. Mail or submitted to a generally recognized delivery firm.

LIABILITY

16. Customer accepts all risk related to the operation and fueling of Customer's motor vehicles at the Santa Cruz NGRF and agrees to exonerate, indemnify, defend, and hold harmless the County of Santa Cruz and Natural Gas Fueling Coalition of Santa Cruz County, their agents, officers, and employees from any and all damages or damages, injuries, deaths, claims, defense costs, demands, claims, losses, or liabilities resulting directly or indirectly from ingress, egress, fueling or any other use of the Santa Cruz NGRF unless caused by the sole negligence of the County of Santa Cruz and/or the Natural Gas Fueling Coalition of Santa Cruz County.

Customer shall provide the County with a Certificate of Insurance evidencing comprehensive general liability including automobile liability in an amount of at least \$1,000,000 combined single limit naming the County of Santa Cruz, its officers, agents and employees as additional insured, or evidence of self insurance satisfactory to the County of Santa Cruz. Any insurance shall be issued by a company qualified to write such coverage. Coverage may not be canceled, non-renewed or materially changed without thirty (30) days written notice to the County.

RIGHTS TO DATA

17. County reserves the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations. To the extent that performance data is made publicly available, County will aggregate customer data where possible. Customer specific data will not be disclosed without Customer consent.

ASSIGNMENT

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

19. This Agreement shall be interpreted under the laws of the State of California. This Agreement and the obligation of the parties are to subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

SIGNATURE

(For Customer)

Dennis G. Hogan
Signature

DENNIS G. HOGAN
Name

Superintendent of Central Maintenance
Title

01-08-1999
Date

(For County of Santa Cruz)

Roy K. Holmberg
Signature

ROY K HOLMBERG
Name

Director of General Services
Title

January 15, 1999
Date

APPROVED AS TO INSURANCE:

Janet McKinley 12-2-98
Risk Management

APPROVED AS TO FORM:

Marie Costa 2-4-98
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management