

COUNTY OF SAN MATEO

8

Public Works Department
Inter-Departmental Correspondence

Date: April 16, 2001

Board Meeting Date: April 24, 2001

TO: Honorable Board of Supervisors
FROM: Neil R. Cullen, Director of Public Works
SUBJECT: Participation in ABAG POWER's Natural Gas Program

RECOMMENDATION

Adopt a Resolution authorizing the President of the Board to execute a core natural gas sales and aggregation agreement which outlines the County's responsibilities for receiving natural gas through ABAG POWER, a joint powers authority formed by the Association of Bay Area Governments (ABAG) and local public agencies

Previous Board Action

Joined ABAG POWER in September 1997 and agreed to participate in ABAG POWER's Electric program for purchasing electricity.

Key Facts

- 1) The California Public Utilities Commission and PG&E regulations require all customers wishing to aggregate their gas requirements with others for the purpose of purchasing gas from a third party, to sign an agreement with a Core Transport Agent.
- 2) ABAG POWER is an authorized Core Transport Agent
- 3) We believe we can reduce our natural gas energy costs by purchasing natural gas through ABAG POWER.

Discussion

The increase in the cost of natural gas has had a tremendous impact on County utility costs as we have spent \$515,485.52 on natural gas for the first seven months of this fiscal year as compared to \$513,395.48 that was spent for the entire 1999/2000 fiscal year

We are moving forward with replacing building systems that have reached the end of their economic life with more energy efficient systems, and at the same time have evaluated ways to reduce the price paid for the energy that we must buy ABAG POWER

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has been successful in reducing our cost for electricity and is currently acting as the CORE Transfer Agent of natural gas for 43 public agency members. Over the first 4 years of the program, ABAG POWER has saved agencies participating in the program an average of 6.5% of the cost of natural gas purchased, or approximately \$500,000

ABAG POWER, under this program, would purchase natural gas on our behalf and arrange to have it to be delivered to the PG&E system for distribution by PG&E to County facilities. Participation in ABAG POWER's Program assures that there is no change in

- service from PG&E,
- quality of natural gas,
- overall reliability of service, or
- performance of maintenance.

PG&E will continue to provide meter reading as well as the repair, maintenance, and emergency response for the distribution system that serves County facilities. We will receive a single monthly bill for natural gas service from ABAG POWER, even though the gas and the transportation services will be provided by different companies

The proposed agreement is for three years and provides that the agreement can be extended for an additional three-year term unless we notify ABAG POWER of our intent to withdraw. The service begins approximately six to eight weeks after agreements are received by ABAG POWER.

The Maintenance Division Manager in the Department of Public Works serves as the County representative on the ABAG POWER Board of Directors for the Electric Program. We are also proposing that the Maintenance Division Manager also serve as the County representative for the Gas Purchasing Pool. The Facilities Maintenance and Operations Manager is proposed as the alternate representative.

Fiscal Impact

The County could reduce its costs for natural gas by 6.5% based on the previous four-year experience of ABAG POWER. These savings will be in terms of avoided costs, as we do not see our overall natural gas energy bill going down since the base cost of natural gas in today's market is higher than in Fiscal Year 1999/2000, and we do not see the price being markedly reduced in the near term.

There will be an incremental cost avoidance to the General Fund as all departments including General Fund financed departments pay facility fees that include the cost of natural gas to run building systems.

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A form of Resolution and the Agreement has been approved by County Counsel.



Neil R. Cullen

Director of Public Works

NRC GFH.sdd

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cc Milt Mares, County Counsel
George Haines, Maintenance Division Manager
Donna Vaillancourt, Management Services Division Manager
Gary Behrens, Manager, Facilities Maintenance and Operations

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

* * * * *

**Resolution Authorizing Execution of a Direct Access Aggregation Agreement with
ABAG Power, a Joint Powers Authority of the Association of Bay Area Governments**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the County currently purchases natural gas and related transportation distribution services from an entity providing natural gas to San Mateo County under the jurisdiction of the California Public Utilities Commission (CPUC); and

WHEREAS, deregulation of the natural gas industry in 1986 and CPUC Decision Numbers 91-02-040, 94-04-027 and 95-07-048, end regulation promulgated thereunder, permit utility customers including local governments, to purchase natural gas and specified related support services from third parties through a “core transport agent,” and

WHEREAS, bulk purchasing of natural gas has proven itself to be a legal and cost-effective means to achieve reductions in energy costs; and

WHEREAS, San Mateo County is a member of the Association of Bay Area Governments (ABAG); and

WHEREAS, ABAG (1) has formed ABAG POWER to aggregate natural gas needs of interested ABAG members and cooperating members, (2) acts as a core transport agent on behalf of such members; (3) delivers or causes to be delivered natural gas and related services (including invoicing and gas management) to such members, and (4) formed ABAG POWER Executive Committee to oversee the operation of the Program, and

WHEREAS, ABAG may issue short-term debt in order to finance security deposit requirements and/or cash flow deficits incurred by ABAG POWER which debt may be secured by the assignment, encumbrance or hypothecation of the Natural Gas Sales and Aggregation Agreement between ABAG and San Mateo County

NOW, THEREFORE, BE IT RESOLVED, that

1) the Board of Supervisors of San Mateo County hereby authorizes the participation of San Mateo County in the ABAG Power Purchasing Pool to undertake a bulk purchasing program for natural gas on behalf of San Mateo County and other ABAG members or cooperating members;

2) that the President of the Board of Supervisors is authorized to execute and deliver (1) the Natural Gas Sales and Aggregation Agreement with ABAG, in substantially the form set forth in Exhibit A, appointing ABAG POWER as the core transport agent for San Mateo County in procuring the purchase and transportation of natural gas and related services and (2) the Utility's Customer Authorization for Core Gas Transportation Services;

3) this Board consents to the assignment, encumbrance or hypothecation of the Natural Gas Sales and Aggregation Agreement with ABAG POWER for the sole purpose of securing short-term financing of the security deposit requirement and/or cash flow incurred by ABAG in implementing the Power Purchasing Pool; and

4) the Maintenance Division Manager, Department of Public Works, will continue as the County representative on the ABAG POWER Board of Directors, with the Facilities Maintenance and Operations Manager, serving as the alternate representative.

* * * * *

**CORE NATURAL GAS SALES AND
AGGREGATION AGREEMENT**

By and Between

ABAG POWER

and

San Mateo County, CA

(Name of Public Agency)

**Amended
July 1, 1999**

For service within the territory of
Pacific Gas & Electric Company

CORE NATURAL GAS SALES AND AGGREGATION AGREEMENT

This Core Natural Gas Sales and Aggregation Agreement, hereinafter Agreement, is made and entered into as of this 2nd day of April 1999 by and between the ABAG Publicly OWned Energy Resources, a California joint powers agency, hereinafter ABAG POWER, and the San Mateo County (name of public agency), a Charter County (charter/general law city or county or special district), hereinafter Public Agency

The parties hereby agree as follows

1 Eligibility Public Agency is a member of ABAG POWER ABAG POWER shall provide directly or, at its option, shall contract to provide coordination services for the purchase and management of a natural gas program for members of ABAG POWER participating in said program [Participant(s)]

2 Authorities Public Agency is a customer of an entity providing natural gas services, hereinafter Utility, under the jurisdiction of the California Public Utilities Commission, hereinafter CPUC Public Agency appoints ABAG POWER as its exclusive agent to coordinate its participation in the Utility's Natural Gas Aggregation Program for core transport customers, hereinafter Program on behalf of Public Agency for the facilities listed in Exhibit A, which is attached hereto and incorporated herein All parties understand and agree that the authority for the Program is granted by and subject to the CPUC, as initially authorized by CPUC Decision No 91-02-040 and modified through CPUC Decision No 94-04-027 and Decision No 95-07-048 This Agreement is pursuant to the Utility Aggregation Tariff Rate Schedule(s), Tariff Rules and terms and conditions set forth in such agreement Public Agency represents and warrants that any prior aggregator authorizations which Public Agency may have executed will be terminated effective no later than the date of this authorization.

3 Services ABAG POWER shall deliver, or cause to delivered, the following services to Public Agency

3 1 Analyze and evaluate natural gas supply and transportation strategies,

3 2 Negotiate and implement natural gas purchase, transportation and other similar gas services for Participants,

3 3 Forecast estimated monthly gas requirements of Public Agency,

3 4 Negotiate prices and quantities for natural gas purchases by Public Agency which may include a bid or request for proposal process,

3 5 Perform nominations of gas purchased and transportation services for Public Agency,

3 6 Monitor gas account imbalances with transporters

3 7 Provide for the delivery of natural gas to Participants facilities as listed in Exhibit A and for storage as permitted by the Utility

3 8 Generate gas purchase, transportation and storage invoices showing

3 8 1 For each facility listed in Exhibit A, the meter cycle, monthly usage, and gas charges, which include utility transportation charges, operational fees, ABAG POWER administrative fees and any utility charges

3 8 2 The status of the account identifying the prior account balance, any payments since the previous invoice, current charges plus any applicable late payment charges and credit balances as calculated pursuant to Paragraph 9 3, and

3 9 Provide general consultation services

4. Enrollment Notification of Changes Public Agency shall through the attached Exhibit A submit to ABAG POWER its list of accounts to be served hereunder Public Agency represents and warrants that all facilities listed in Exhibit A distribute natural gas used by Public Agency and that none of the facilities will be serviced by another core transport agent as of the Start Date as defined in Paragraph 9 5 Public Agency shall also notify ABAG POWER of changes in Public Agency s facilities or operations which are reasonably expected to increase or decrease the consumption of natural gas more than ten percent (10%) as compared to historical levels Public Agency may add facilities to Exhibit A upon prior written notice to ABAG POWER and the submission of a Customer Authorization for Core Gas Transportation Service form (or Utility authorized equivalent) to the Utility Public Agency may delete facilities from Exhibit A only upon written consent by ABAG POWER, which consent shall not be unreasonably withheld, except that Public Agency may delete facilities without ABAG POWER s consent if Public Agency abandons the facility or transfers the facility to another entity

5 Agency Relationship Public Agency authorizes ABAG POWER to act as its exclusive agent for the Program and does hereby constitute and appoint an authorized officer or agent of ABAG POWER to act on its behalf as its lawful agent for the implementation of the Program This authorization shall include the right to do and perform all acts, with full power to execute all documents requisite and necessary to be done in all matters relating to the purchase, sale, and transportation of natural gas Therefore, Public Agency authorizes ABAG POWER to take actions appropriate to establish and implement the Program, including but not limited to

5 1 Aggregating the gas supplies and services of Public Agency with those of other Participants in conjunction with providing such gas supplies and services to Public Agency and pursuant to the terms and conditions of the Program,

5 2 Executing local distribution company riders and other documentation on behalf of Public Agency ,

5.3 Nominating gas supplies on behalf of Public Agency,

5.4 Handling gas imbalances, gas storage and all other operational transactions with the Utility in order to deliver gas to the Utility for subsequent redelivery to Public Agency, and

5.5 Arranging for payment of Program bills for natural gas, transportation and other Utility charges Public Agency understands and agrees that in the event of nonpayment by ABAG POWER, Public Agency will be responsible for payment of Public Agency's bills for gas and services, even if the Public Agency has already made payment to ABAG POWER for those gas quantities and services

Public Agency understands that if ABAG POWER's contract with the Utility terminates for any reason, on Public Agency's receipt of notice from Utility, Public Agency will receive gas service for Exhibit A accounts under core procurement service from the Utility commencing on the first day of Public Agency's next billing cycle pursuant to the terms and conditions of the applicable core procurement Tariff Rate Schedule for each Public Agency's accounts for the remainder of the Contract Year.

6 Title All purchase, transportation and other gas service contracts shall be in the name of ABAG POWER

7 Term. Subject to the provisions of Paragraphs 12 and 13 hereof, and receipt of timely notifications of alternative arrangements, this Agreement shall be in full force for a three (3) year term commencing July 1, 1999 Subject to Paragraph 13, the term of this Agreement shall be automatically extended for additional three-year periods upon ABAG POWER's submission to Public Agency of written notice in conformity with Paragraph 11 and provided that ABAG POWER is not in breach of this Agreement, no later than May 1 of each year

8 Fees The operational fees for all services described in Paragraphs 3 and 5 shall be established by the ABAG POWER Board of Directors, hereinafter "Board".

9 Payment

9.1 On a monthly basis, unless otherwise approved by Public Agency, ABAG POWER will provide, or cause to be provided, to Public Agency a consolidated invoice for the Public Agency's facilities serviced under this Agreement Invoices will be directed to and payment is to be made directly by Public Agency to the escrow account designated pursuant to Paragraph 10 of this Agreement Payment is due immediately upon receipt of the invoice. Late payment charges at the rate of one and a half percent (1.5%) per month calculated daily on the outstanding balance will be imposed commencing on the thirty-first (31st) day after the mailing date of the invoice Late payment charges may at ABAG POWER's sole discretion be debited against Public Agency's Credit Account as defined in Paragraph 9.3

9.2 ABAG POWER will invoice Public Agency, and Public Agency will pay, in monthly installments, sums representing payments in advance for the natural gas and services provided under this Agreement (Invoiced Amounts). Initially, Invoiced Amounts will be based on ABAG POWER's estimate of Public Agency's consumption of natural gas for the month leveled to eliminate extreme consumption fluctuations but adjusted to reflect moderated seasonal fluctuations. Each invoice will also identify the costs, if any, of natural gas, transportation, utility charges, operational fees and administration fees charged to Public Agency for the period identified in the invoice (Actual Charges). Any disputes between the parties regarding the amount of any Actual Charges shall be resolved pursuant to Section H of Exhibit B to this Agreement and the Credit Account, as defined in Paragraph 9.3, will be adjusted as soon as practicable to reflect the resolution of the dispute.

9.3 For each invoice, ABAG POWER will calculate (a) the difference between the Invoiced Amount and the Actual Charges, and (b) the difference between the cumulative total of the Invoiced Amounts and the cumulative total of Actual Charges, adjusted pursuant to Paragraphs 9.1 and 9.2 (Credit Account). Public Agency recognizes that the Credit Account is a calculation of payments, credits, debits and charges made pursuant to this Agreement and that ABAG POWER will not be required to establish actual fund accounts on behalf of, or in the name of, Public Agency with monies.

9.4 In accordance with the terms of Paragraph 10, ABAG POWER will first apply the Invoiced Amounts to the payment of Actual Charges. Public Agency acknowledges that during the term of this Agreement ABAG POWER has the right to use monies in the amount reflected in the Credit Account to pay Actual Charges incurred by other Participants in the Program as such Actual Charges become due. Such use of the monies will not be a debit against the Credit Account and will not obviate, eliminate or modify ABAG POWER's obligation to pay Public Agency the Credit Account amount pursuant to Paragraph 13.3. ABAG POWER retains the right to modify Invoiced Amounts to increase the sum of Credit Accounts in the Program in order to timely pay Actual Charges as they become due.

9.5 The initial invoice will be dated _____ and must be paid by _____ (Start Date), or this Agreement terminates on _____. Upon prior written notice to Public Agency, ABAG POWER may delay the Start Date to accommodate Program requirements.

9.6 In the event Public Agency fails to make timely payment consistent with the terms employed by ABAG POWER, in addition to any other remedy it may have hereunder and notwithstanding the existence of any late payment penalty, ABAG POWER may declare Public Agency to be in default and terminate the agreement. ABAG POWER is further authorized to bill Public Agency for reasonable charges associated with demands for payment on late accounts as well as reasonable charges associated with suspension and resumption of service hereunder.

10 Disbursement of Funds Subject to the terms and conditions of this Agreement, ABAG POWER agrees to provide for sale and delivery, and Public Agency agrees to receive and to pay ABAG POWER for natural gas. Further, Public Agency agrees to pay for the Actual Charges.

10 1 An escrow account for the purposes of receiving payments by Participants and making payments to the Utilities, the gas supplier and other payees as authorized by ABAG POWER will be established

10 2 The instructions for this escrow account have been approved by ABAG POWER, and shall include a list of the authorized recipients of payments from the account

10 3 Only ABAG POWER may authorize release of funds from the escrow account, and such shall only be to those payees identified in the escrow instructions

11 Gas Program Pricing

11 1 Allocation The gas charges to Participants will include (a) cost of the gas commodity (gas charges), (b) applicable utility transportation charges, and (c) administrative costs Gas charges are the product of a Participant's usage times the unit rate for gas for each month The unit rate is the total monthly cost of natural gas purchased for all Participants at the supplier contract price divided by the total monthly usage of Participants Transportation and administrative charges will be allocated to each Participant based on gas usage

11 2 Annual Report. Each year, ABAG POWER will provide each Participant with a report showing that Participant's total costs for natural gas, transportation services and administrative fees at a per therm cost for each category.

11.3 Gas Purchasing Under the policy direction of the Board, ABAG staff will regularly canvas the natural gas market and enter into contracts to acquire natural gas for, among others, fixed price, indexed price and variable price with a minimum and/or maximum ABAG staff, under the policy direction of the Board, has the power to execute all contracts reasonably necessary to deliver natural gas to each Participant

12 Change of Regulations Any future change in law, rule or regulation, or utility practice which prohibits or frustrates ABAG POWER or the Public Agency from carrying out the terms of this Agreement shall excuse both parties from their obligations, other than the obligation of Public Agency to make payments due for gas and services received

13 Cancellation of Service

13 1 Cancellation by Public Agency Public Agency may cancel the Agreement by giving ABAG POWER written notice by June 1 of its intent to terminate on June 30 of the final year of the three (3) year term

13 2 Cancellation by ABAG POWER Actions by the utilities and/or CPUC to develop rules which are in conflict with sound business practices, or impose unnecessary risk on either party to this Agreement or substantially prevent ABAG POWER from performing its functions under this Agreement may result in the cancellation of this Agreement by ABAG POWER ABAG POWER shall give Public Agency written notice ninety (90) days prior to such cancellation and both parties shall work diligently to minimize the negative effects on ABAG POWER and the Public Agency of such cancellation

13 3 Credit Account Payout Within ninety (90) days after cancellation, ABAG POWER will pay to Public Agency the amount of its Credit Account as modified pursuant to Paragraph 9 2, less any debits imposed pursuant to Paragraph 9 1 and less any outstanding Actual Charges owed by Public Agency

14 ABAG POWER Board of Directors George Haines (Name of Public Agency Representative) shall be the Public Agency's representative to the Board The Board shall provide policy direction for the Program The Board's powers shall include admission of new Participants and the extension of any contracts for the purchase of natural gas and/or related services under rules and procedures adopted by the Board.

15 Approvals The Public Agency Representative may grant any approval, or give any direction required by this Agreement, in writing or orally Written approvals or directions may be transmitted physically, by facsimile or electronically Oral approvals will be confirmed in writing by either party.

16 Attorneys Fees In the event either party invokes its right to arbitration under Section H of Exhibit B due to an alleged breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs as determined by the arbitrator

17 Ownership of Files, Reports, Photographs, and Related Documents Upon termination of the Agreement, any and all files, reports, photographs, plans, specifications, drawings, data, maps, models and related documents respecting in any way the subject matter of this Agreement, whether prepared by ABAG POWER the Public Agency or third parties and in whatever media they are stored shall remain or shall become the property of the Public Agency and the Public Agency shall acquire title to, and copyright ownership of, all such documents The Public Agency hereby grants to ABAG POWER an irrevocable license to retain a copy of all records covered by this paragraph for ABAG POWER's files

18 Indemnity Public Agency shall indemnify and hold harmless ABAG, ABAG POWER and their respective directors, officers, member agencies, agents and employees from and against all claims damages, losses and expenses including attorney's fees arising out of or resulting from the performance or non-performance of the services required by this Agreement, unless such is caused by the negligence of ABAG, ABAG POWER or their respective directors officers, member agencies, agents or employees

19 Assignment/Security Arrangements Public Agency hereby acknowledges that ABAG POWER may, in order to finance security deposit and cash flow deficits incurred in connection with the operation with this Program, incur short-term debt which may be secured by an assignment, encumbrance or hypothecation of this Agreement and/or payments due hereunder

20 Notices The following addresses for the giving of notices and billings shall be

Public Agency Notices

Name George Haines, Maintenance Division Manager

Address San Mateo County Public Works

752 Chestnut St. Redwood City, CA 94063

Telephone No. (650) 363-4102

Facsimile No (650) 366-7238

Email: ghaines@co.sanmateo.ca.us

Attn _____

Public Agency Billing Address

Name _____

Address _____

Telephone No _____

Facsimile No _____

Email _____

Attn _____

ABAG POWER Notices

ABAG
P O Box 2050
Oakland, CA 94604-2050
Dave Finigan, Program Advisor
Telephone No 510-464-7905
Facsimile No 510-464-8468
Email davef@abag.ca.gov

21 Severability If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated

22 Captions The captions appearing in this Agreement are inserted as a matter of convenience and in no way define or limit the provisions of this Agreement

23 Other Contract Provisions This Agreement shall be subject to the other standard provisions which are set forth in the attached Exhibit B which is incorporated by this reference

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date and year first above written

ABAG PUBLICLY OWNED ENERGY RESOURCES

By _____ Date _____
Eugene Y Leong, President

Approved as to legal form and content

By _____ Date _____
Kenneth K Moy, Legal Counsel

PUBLIC AGENCY

By _____ Date _____

Name _____

Title _____ (City Manager, County Administrator or other as designated by resolution)

Approved as to legal form and content

By _____ Date _____

Name _____

Title _____

EXHIBIT A

List of Facility Accounts

Name of Public Agency: San Mateo County, CA

See attached

	PG&E Account Number	Street Address	City
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

GAS ACCOUNT INFORMATION

ACCOUNT #	LOCATION	FACILITY #
BRNNG00401	Natural Gas Vehicle	47650
WRN4035602	Fair Oaks Service Center Warehouse 2710 Middlefield Road Redwood City CA 94063	F09257
WRN5757101	Agricultural Building 728 Heller Street Redwood City CA 94064-2406	F29111
WRN5780201	Grant Corporation Yard 752 Chestnut Street Redwood City CA 94063	F09101
XRN8616111	Radio Shop <i>County Government Center</i>	F09073
XRN8616221 XRN8616331	County Office Building 455 County Center Redwood City CA 94063-1663 COB Loading Dock 591 Winslow Street Redwood City CA 94063	F19071 F19071
XRN8616551 XRN8616661	Hall of Justice 400 County Center Redwood City CA 94063-1655	F19062 F19062
XRN8617761	MaGuire Detention Facility 330 Bradford Street Redwood City CA 94063	F59066
XRN8619082	Law Library 710 Hamilton Street Redwood City CA 94063	F99273
XRN8635361	Courthouse & Fiscal Building 2200 Broadway Redwood City CA 94063	F19051
DRN6412042	Central Courts 800 North Humbolt Street San Mateo CA 94401	F19511
KRN1024201	Maintenance Service Facility 30 Tower Road San Mateo CA 94402	F09531
VRB2105101	Northern County Detention Facility 1040 Old Mission Road South San Francisco CA 94080	F59711

GAS ACCOUNT INFORMATION

ACCOUNT #	LOCATION	FACILITY #
VRB2116002	SSF Adult Probation Office & Victims Center 1024 Old Mission Road South San Francisco CA 94080	F19671
CRN3639702	Work Furlough Building 1580 Maple Street Redwood City CA 94063	F59141
CRN3639902	Womens Correctional Facility 1590 Maple Street Redwood City CA 94063	F59201
DRN7226792	San Carlos Airport Administration 620 Airport Drive San Carlos CA 94070	F09362
JRN4812801	Dependent Children s Home 3701 Hacienda Street San Mateo CA 94403	F39471
KRN1022001	Hillicrest Juvenile Facility 21 Tower Road San Mateo CA 94402	F69462
KRN1024402	Election Registrtrion Building 40 Tower Road San Mateo CA 94402	F89522
TRN3830202	EPA Government Center 2415 University Avenue East Palo Alto CA	F18352
VRB2115902	North County Courts 1050 Old Mission Road South San Francisco CA 94080	F19681
WRN4031341	Human Services Agency District Office 2400 Middlefield Road Redwood City CA 94063	F19260
WRN7040041	Weights & Measures Building 702 Chestnut Street Redwood City CA 94064-2406	F29091
XRN8619201	Court Building Annex 602 Misslfield Road Redwood City CA 94063	F29081
XRN8619401	Lathrop House 627 Hamilton Street Redwood City CA 94063	F99151
XRN8620932	County Office Building 2 555 County Center Redwood City CA 94063-1663	F19074
WRN40349854	Court Storage (Redwood Junction) 2694-C Middlefield Road Redwood City 94064	F09155

PUBLIC WORKS
 DOC TYPE. PG & E GAS
 SUMMARY ACCOUNT NO ZRN SB 10001-9

ACCOUNT NUMBER	LOCATION	FCLITY NO
VRH 32 26791	Pnncton Corp Yard-gas (El Granada) 203 CORNELL AVENUE EL GRANADA CA 94018	F08551
WRN 57 80251	Grant Corp Yard-Gas 752 CHESTNUT STREET REDWOOD CITY CA 94063	F09101
WRN 70 39602	Grant Corp Yard-Gas 752 CHESTNUT STREET REDWOOD CITY CA 94063	F09101
SRB 20 25871	7TH & WALNET-San Bruno Pump SAN BRUNO CA 94056	
TRN 38 23691	East Palo Alto Corp Yard 2277 UNIVERSITY AVENUE EAST PALO ALTO CA 94303	F08353

GENERAL HOSPITAL
 DOC TYPE PG & E GAS

ACCOUNT NUMBER	LOCATION	FCLITY NO
KRN A100011-1	SAN MATEO COUNTY GENERAL HOSPITAL 39TH AVENUE & EDISON STREET SAN MATEO CA 94403	F49441
KRN 10 23601-2	SAN MATEO COUNTY GENERAL HOSPITAL/CSR 35 TOWER ROAD SAN MATEO CA 94402	F39431
JRB 24 27592-3	SAN MATEO COUNTY NORTH COUNTY HEALTH CENTER 380 90TH STREET DALY CITY CA 94015	F08321

PARKS & RECREATION
 DOC TYPE PG & E GAS
 SUMMARY ACCOUNT NO MRN SB 40701-1

ACCOUNT NUMBER	LOCATION	FCLITY NO
BRN 60 39801	RECREATING BUILDING	
	BAY ROAD MENLO PARK	
	MENLO PARK CA 94025	
FRN 24 13961	CAPTAIN'S HOUSE	
	COYOTE POINT DRIVE	
	SAN MATEO CA 94401	
FRN 24 14381	RIFLE RANGE	
	1601 COYOTE POINT DRIVE	
	SAN MATEO CA 94401	
RRN 05 22501	CCRETAKERS COTTAGE	
	3300 TRIPP ROAD	
	BLDG HISTORICAL	
	WOODSIDE CA 94062	
YRB 01 26901	MUSEUM	
	1000 LINDA MAR BLVD	
	PACIFICA CA 94044	
YRB 01 27001	CARETAKERS COTTAGE	
	LINDA MAR & ADOBE PAC	
	PACIFICA CA 94044	
PRN 22 26006	G-2 RES	
	6 OLD STAGECOACH ROAD	
	REDWOOD CITY CA 94062	
BRN 60 39691-9	WORKSHOP	
	125 BAY ROAD	
	MENLO PARK CA 94025	

LIBRARY
 DOC TYPE PG & E GAS
 SUMMARY ACCOUNT NO XRN SB 73241-1

ACCOUNT NUMBER	LOCATION	FCLITY NO
DRB 26 07491	PACIFIC LIBRARY	F78861
	100 HILTON LANE	
	PACIFICA, CA 94044	
CRB 11 38241	SANCHEZ LIBRARY	F78903
	1111 TERRA NOVA BLVD	
	PACIFICA CA 94044	
KRN 10 22601	CENTRAL LIBRARY	F79452
	25 TOWER ROAD	
	SAN MATEO CA 94402	

EXHIBIT B
STANDARD CONTRACT PROVISIONS

A **Time of Essence.** Time is of the essence in this Agreement

B **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or a different provision of this Agreement

C **Controlling Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California.

D **Binding on Successors, Etc.** This Agreement shall be binding upon the successors, assigns, or transferees of ABAG POWER or Public Agency as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.

E **Records/Audit.** ABAG POWER shall keep complete and accurate books and records of all financial aspects of its relationship with Public Agency in accordance with generally-accepted accounting principles. ABAG POWER shall permit authorized representatives of Public Agency and/or any of Public Agency's governmental grantors to inspect, copy, and audit all data and records of ABAG POWER relating to its performance of services under this Agreement. ABAG POWER shall maintain all such data and records intact for a period of three (3) years after the date that services are completed hereunder or this Agreement is otherwise terminated.

F. **Prohibited Interest.** Neither ABAG, ABAG POWER or their respective directors, officers, employees or agents shall solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

G **Insurance Requirements.**

(1) ABAG shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following insurance:

- (a) Workers compensation insurance as required by law
- (b) Comprehensive general liability insurance coverage of One Million Dollars (\$1,000,000) in the aggregate for products and/or completed operations and One Million Dollars (\$1,000,000) per occurrence for automobiles
- (c) Professional liability insurance with minimum liability limits of Two Million Dollars (\$2,000,000) in the aggregate

(2) All ABAG's insurance policies shall contain an endorsement providing that written notice shall be given to Public Agency at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies and all policies shall be carried by an insurance company or companies acceptable to Public Agency.

(3) In addition each policy or policies of insurance described in subparagraph (2) above shall contain an endorsement providing for inclusion of Public Agency and its directors, officers, agents, and employees as additional insureds with respect to the work or operations in connection with this Agreement and providing that such insurance is primary insurance and that no insurance of Public Agency will be called upon to contribute to a loss

(4) Promptly upon execution of this Agreement, ABAG shall deliver to Public Agency certificates of insurance evidencing the above insurance coverages Such certificates shall make reference to all provisions or endorsements required herein and shall be signed on behalf of the insurer by an authorized representative thereof ABAG agrees that at any time upon written request by Public Agency to make available copies of such policies certified by an authorized representative of the insured

(5) The foregoing requirements as to types and limits of insurance coverage to be maintained by ABAG and approval of policies by Public Agency are not intended to, and shall not, in any manner limit or qualify the liabilities and obligations otherwise assumed by ABAG pursuant to this Agreement, including, but not limited to liability assumed pursuant to ABAG's insurance policies under Subsections (1)(b) of this section

(6) ABAG shall require all subcontractors to comply with the insurance requirements described in Section G(1)(a)-(c), inclusive

H. **Arbitration.** Any dispute between ABAG POWER and the Public Agency regarding the interpretation, effects, alleged breach of powers and duties arising out of this Agreement shall be submitted to binding arbitration The arbitrator shall be selected by agreement between the parties by lot from a list of up to six (6) arbitrators with each party submitting up to three (3) arbitrators

Distribution

- PG&E Program Administrator (original)
- CTA
- Customer

For PG&E use only

- CTA Group No _____
- Contract No _____
- Date Received _____
- Effective Service Date _____
- Termination Date _____

ATTACHMENT A

CUSTOMER AUTHORIZATION FOR CORE GAS TRANSPORTATION SERVICE

By this Authorization for Core Gas Transportation Service (Authorization) San Mateo County, CA

(Customer I my) a(n) whose business address is 555 County Center, 5th Floor, Redwood City, CA 94063 requests Core Gas Transportation service from Pacific Gas and Electric Company (PG&E) a California Corporation and authorizes Association of Bay Area Governments (CTA) a(n) CA via joint powers agency whose business address is 101 Eighth Street Oakland CA 94607-4756 to act as CTA for the purpose of establishing and administering core gas transportation service on my behalf in accordance with the rules and regulations of the California Public Utilities Commission (CPUC)

CTA is authorized to do any and all things both proper and necessary in establishing and administering such service for and on my behalf including (by way of illustration and not limitation) the purchase nomination and delivery of gas supplies treatment of gas imbalances management of gas storage inventories, and all procurement-related transactions for my PG&E accounts contained in this Authorization

Core Gas Transportation Service will begin no later than 90 days from the date PG&E receives this Authorization. The effective service date for the Authorization will be the first day of the month following its execution by PG&E (or the first meter reading date of the month following its execution by PG&E if earlier). Each PG&E account will begin Core Gas Transportation Service on the normal meter reading date in the effective service month.

The initial term of this Authorization will be (12) consecutive months from the effective service date and thereafter will continue month-to-month unless Customer closes its business until Authorization is canceled by PG&E as specified in Rule 23 or either Customer or CTA executes and submits to PG&E Attachment E Termination of Customer Authorization for Core Gas Transportation Service. Unless otherwise specified Termination received by the first of the month will become effective for each account on the normal meter reading date in the following month.

Customer authorizes PG&E to release to CTA by written or electronic transfer the current and historical gas-usage information for PG&E accounts contained in this Authorization. Customer releases holds harmless and indemnifies PG&E from any liability claims demands causes of action damages or expenses resulting from unauthorized use of this information.

PG&E will provide its services to Customer as established in the terms and conditions of Schedule G-CT Rule 23 and other rules and regulations and any modifications thereto as authorized from time to time by the CPUC.

Customer will continue to be responsible for payment of PG&E transportation bills even if Customer authorizes PG&E to send its bill to CTA for payment. Customer is responsible for franchise fees under Schedule G-SUR and any Utility User's Tax that may be required as a result of receiving gas commodity through CTA. The CPUC does not regulate CTA and any disputes with CTA will be Customer's sole responsibility. Billing disputes between Customer and PG&E will be resolved as specified in Rule 10 and Rule 23.

Check one:

- I request that PG&E bill me directly for its services at my current billing address(es) PG&E may provide CTA with an information-only statement of my PG&E charges
- I request that PG&E send my PG&E bill to CTA for payment subject to approval by PG&E If PG&E approves the CTA for this billing option I will receive an information-only statement of my PG&E charges sent by PG&E to my current billing address(es)

PG&E must receive one completed and signed original of Authorization Facsimiles or photocopies must be accompanied by an original

COMMUNICATIONS

PG&E will use the following addresses to send formal notices tariffs PG&E service information and executed agreements to Parties This will not change the current billing address on PG&E accounts

<u>To Customer</u>	<u>To CTA</u>	<u>To PG&E</u>
<u>San Mateo County DPW</u> (Customer Company Name)	<u>Association of Bay Area Gov ts</u> (CTA Company Name)	<u>Pacific Gas & Electric Company</u>
Mailing Address. <u>752 Chestnut St</u> <u>Redwood City, CA 94063</u>	Mailing Address. <u>3201 Danville Blvd Suite 275</u> <u>Alamo CA 94507</u>	Mailing Address: <u>P O Box 770000</u> <u>Mail Code H28H</u> <u>San Francisco CA 94177</u>
Service Address: <u>752 Chestnut St</u> <u>Redwood City, CA 94063</u>	Service Address <u>3201 Danville Blvd Suite 275</u> <u>Alamo CA 94507</u>	Service Address <u>123 Mission Street</u> <u>Mail Code H28H</u> <u>San Francisco CA 94105</u>
Attention <u>George Haines</u>	Attention: <u>ABAG Coordinator</u>	Attention: <u>Core Transport Program Admin</u>
Telephone Number. <u>(650) 363-4102</u>	Telephone Number: <u>(510) 743-7877</u>	Telephone Number: <u>(415) 973-3059</u>
Telecopy Number. <u>(650) 366-7233</u>	Telecopy Number <u>(510) 743-1014</u>	Telecopy Number. <u>(415) 973-2384</u>

(Please Type or Print Clearly)

Signed by _____ (Signature of duly authorized representative)	Accepted by _____ (Signature of duly authorized representative)
For: _____ (Customer Company Name)	For: <u>Association of Bay Area Governments</u> (CTA Company Name)
_____ (Print Name)	<u>Eugene Y Leong</u> (Print Name)
_____ (Title)	<u>Executive Director</u> (Title)
_____ (Date)	_____ (Date)

For PG&E use only

CTA Group No _____
Contract No _____
Date Received _____
Effective Service Date _____
Termination Date _____

ATTACHMENT A

CUSTOMER AUTHORIZATION FOR CORE GAS TRANSPORTATION SERVICE

Customer requests that the following PG&E gas account(s) begin Core Gas Transportation Service

See attached

Check box if additional listings of accounts are attached

Note Under PG&E's CPUC-approved tariffs governing Core Gas Transportation Service a CTA is "an individual or company that contracts with PG&E and participating core gas transportation service Customers as the responsible agent to manage natural gas deliveries to PG&E on behalf of a Core Transport Group." CTAs operate independent of PG&E. They are not agents of PG&E, and PG&E is not liable for any of the CTA's acts, omissions, or presentations.

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Pricing and Regulatory Support
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GAS ACCOUNT INFORMATION

ACCOUNT #	LOCATION	FACILITY #
BRNNG00401	Natural Gas Vehicle	47650
WRN4035602	Fair Oaks Service Center Warehouse 2710 Middlefield Road Redwood City CA 94063	F09257
WRN5757101	Agricultural Building 728 Heller Street Redwood City CA 94064-2406	F29111
WRN5780201	Grant Corporation Yard 752 Chestnut Street Redwood City CA 94063	F09101
XRN8616111	Radio Shop County Government Center	F09073
XRN8616221 XRN8616331	County Office Building 455 County Center Redwood City CA 94063-1663 COB Loading Dock 591 Winslow Street Redwood City CA 94063	F19071 F19071
XRN8616551 XRN8616661	Hall of Justice 400 County Center Redwood City CA 94063-1655	F19062 F19062
XRN8617761	MaGuire Detention Facility 330 Bradford Street Redwood City CA 94063	F59066
XRN8619082	Law Library 710 Hamilton Street Redwood City CA 94063	F99273
XRN8635361	Courthouse & Fiscal Building 2200 Broadway Redwood City CA 94063	F19051
DRN6412042	Central Courts 800 North Humbolt Street San Mateo CA 94401	F19511
KRN1024201	Maintenance Service Facility 30 Tower Road San Mateo CA 94402	F09531
VRB2105101	Northern County Detention Facility 1040 Old Mission Road South San Francisco CA 94080	F59711

GAS ACCOUNT INFORMATION

ACCOUNT #	LOCATION	FACILITY #
VRB2116002	SSF Adult Probation Office & Victims Center 1024 Old Mission Road South San Francisco CA 94080	F19671
CRN3639702	Work Furlough Building 1580 Maple Street Redwood City CA 94063	F59141
CRN3639902	Womens Correctional Facility 1590 Maple Street Redwood City CA 94063	F59201
DRN7226792	San Carlos Airport Administration 620 Airport Drive San Carlos CA 94070	F09362
JRN4812801	Dependent Children s Home 3701 Hacienda Street San Mateo CA 94403	F39471
KRN1022001	Hillcrest Juvenile Facility 21 Tower Road San Mateo CA 94402	F69462
KRN1024402	Election Registrtrion Building 40 Tower Road San Mateo CA 94402	F89522
TRN3830202	EPA Government Center 2415 University Avenue East Palo Alto CA	F18352
VRB2115902	North County Courts 1050 Old Mission Road South San Francisco CA 94080	F19681
WRN4031341	Human Services Agency District Office 2400 Middlefield Road Redwood City CA 94063	F19260
WRN7040041	Weights & Measures Building 702 Chestnut Street Redwood City CA 94064-2406	F29091
XRN8619201	Court Building Annex 602 Missfield Road Redwood City CA 94063	F29081
XRN8619401	Lathrop House 627 Hamilton Street Redwood City CA 94063	F99151
XRN8620932	County Office Building 2 555 County Center Redwood City CA 94063-1663	F19074
WRN40349854	Court Storage (Redwood Junction) 2694-C Middlefield Road Redwood City 94064	F09155

PUBLIC WORKS
 DOC TYPE: PG & E GAS
 SUMMARY ACCOUNT NO ZRN SB 10001-9

ACCOUNT NUMBER	LOCATION	FACILITY NO
VRH 32 26791	Pnnceon Corp Yard-gas (El Granada) 203 CORNELL AVENUE EL GRANADA CA 94018	F08561
WRN 57 80251	Grant Corp Yard-Gas 752 CHESTNUT STREET REDWOOD CITY CA 94063	F09101
WRN 70 39602	Grant Corp Yard-Gas 752 CHESTNUT STREET REDWOOD CITY CA 94063	F09101
SRB 20 25871	7TH & WALNET-San Bruno Pump SAN BRUNO CA 94056	
TRN 38 23691	East Palo Alto Corp Yard 2277 UNIVERSITY AVENUE EAST PALO ALTO CA 94303	F08353

GENERAL HOSPITAL
 DOC TYPE: PG & E GAS

ACCOUNT NUMBER	LOCATION	FACILITY NO.
KRN A100011-1	SAN MATEO COUNTY GENERAL HOSPITAL 39TH AVENUE & EDISON STREET SAN MATEO CA 94403	F49441
KRN 10 23601-2	SAN MATEO COUNTY GENERAL HOSPITAL/CSR 35 TOWER ROAD SAN MATEO CA 94402	F39431
JRB 24 27592-3	SAN MATEO COUNTY NORTH COUNTY HEALTH CENTER 380 90TH STREET DALY CITY CA 94015	F08321

PARKS & RECREATION
 DOC TYPE PG & E GAS
 SUMMARY ACCOUNT NO MRN SB 40701-1

ACCOUNT NUMBER	LOCATION	FCLITY NO
BRN 60 39801	RECREATING BUILDING	
	BAY ROAD MENLO PARK	
	MENLO PARK CA 94025	
FRN 24 13961	CAPTAIN S HOUSE	
	COYOTE POINT DRIVE	
	SAN MATEO CA 94401	
FRN 24 14381	RIFLE RANGE	
	1601 COYOTE POINT DRIVE	
	SAN MATEO CA 94401	
RRN 05 22501	CCRETAKERS COTTAGE	
	3300 TRIPP ROAD	
	BLDG HISTORICAL	
	WOODSIDE CA 94062	
YRB 01 26901	MUSEUM	
	1000 LINDA MAR BLVD	
	PACIFICA CA 94044	
YRB 01 27001	CARETAKERS COTTAGE	
	LINDA MAR & ADOBE PAC	
	PACIFICA CA 94044	
PRN 22 26006	G-2 RES	
	6 OLD STAGECOACH ROAD	
	REDWOOD CITY CA 94062	
BRN 60 39691-9	WORKSHOP	
	125 BAY ROAD	
	MENLO PARK CA 94025	

LIBRARY
 DOC TYPE PG & E GAS
 SUMMARY ACCOUNT NO. XRN SB 73241-1

ACCOUNT NUMBER	LOCATION	FCLITY NO
DRB 26 07491	PACIFIC LIBRARY	F78861
	100 HILTON LANE	
	PACIFICA CA 94044	
CRB 11 38241	SANCHEZ LIBRARY	F78903
	1111 TERRA NOVA BLVD	
	PACIFICA CA 94044	
KRN 10 22601	CENTRAL LIBRARY	F79452
	25 TOWER ROAD	
	SAN MATEO CA 94402	