

(O-87-27)

ORDINANCE NUMBER O- 16710 (NEW SERIES)

ADOPTED ON SEP 8 1986

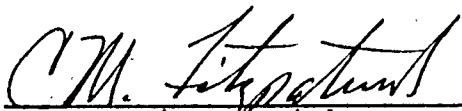
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE GAS AIR CONDITIONING AGREEMENT WITH SAN DIEGO GAS AND ELECTRIC COMPANY FOR THE SAN DIEGO CONVENTION CENTER.

BE IT ORDAINED, by the Council of The ~~City~~ of San Diego, that the City Manager is hereby authorized to execute the First Amendment to the Gas Air Conditioning Agreement (Document No. 16601 - adopted on February 24, 1986) between the City of San Diego and the San Diego Gas and Electric Company by the "Natural Gas Building Design Agreement" attached, and the City Manager's execution thereof is hereby ratified.

BE IT FURTHER ORDAINED, that this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: John W. Witt, City Attorney

By



C. M. Fitzpatrick
Assistant City Attorney

CMF:js
08/05/86
Or.Dept:Mgr.
O-87-27
Form=o.none



San Diego Gas & Electric

D U P L I C A T E
O R I G I N A L
FILE NO.

NATURAL GAS BUILDING DESIGN AGREEMENT (Addendum to Basic Agreement)

This agreement by and between San Diego Gas & Electric Company, and the City of San Diego ("Customer") serves as an addendum to the Gas Air Conditioning Agreement ("Basic Agreement"), executed by the parties on February 24, 1986.

This agreement is made with reference to the following:

1. The California Public Utilities Commission ("Commission") in Decision 85-12-108 directed SDG&E to undertake a Commercial Demand Reduction Program to encourage customers to reduce their peak electric demand.
2. The staff of the Commission has approved SDG&E's plans for implementing the Commercial Demand Reduction Program to include the Natural Gas Building Design Program, a design/redesign incentive, to encourage installation of gas air conditioning and other gas end use measures in commercial and industrial buildings.
3. On February 24, 1986, Customer signed the Basic Agreement with SDG&E to install 3,600 tons of direct-fired double effect natural gas air conditioning chiller-heaters and related equipment in the Convention Center Project ("Facility").
4. Customer had planned to install equipment other than the gas equipment specified in paragraph 3.
5. Installation of the gas equipment will necessitate design/redesign of the Facility at additional cost to the Customer.
6. Customer has provided SDG&E with a written breakdown of the design/redesign costs for installing gas equipment in Facility.
7. SDG&E is willing to provide an additional inducement to cover a portion or all of the design/redesign costs.

THEREFORE, in consideration of the above, the parties agree as follows:

1. SDG&E will review the documents provided by the customer and, if approved, will pay the Customer \$90,000.00 to cover the costs of redesigning the Facility for gas equipment.

2. The additional inducement shall cover the actual design/redesign costs approved by SDG&E in whole or in part up to an amount not to exceed 20 percent (20%) of the inducement in the Basic Agreement referred to above.

3. The additional inducement shall be paid as follows:

3.1 40% upon delivery of the gas equipment to the Facility.

3.2 The balance of the inducement upon installation of the gas equipment and verification by SDG&E that the equipment is operating.

4. The additional inducement for design/redesign will not be paid unless the Customer orders and installs the equipment as provided in the Basic Agreement.

5. This agreement shall be subject to all the terms and conditions of the Basic Agreement between the parties including the payment of liquidated damages.

SAN DIEGO GAS & ELECTRIC

By *J. Mitchell*
Title Director-Gas Marketing
Date July 29, 1986

CUSTOMER

By *J.P. Fowler*
Title Deputy City Mgr
Date 28 July 86

Approved as to form and legality

this 28th day of July, 1986
JOHN W. WITT, City Attorney

By *C. M. Tappan*
Chief Deputy City Attorney
Asst.

Passed and adopted by the Council of The City of San Diego on **SEP 8 1986**
by the following vote:

Council Members	Yeas	Nays	Not Present	Ineligible
Abbe Wolfsheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Gleator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gloria McColl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Struiksma	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Gotch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judy McCarty	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uvaldo Martinez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Maureen O'Connor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(Seal)

By *June G. Blackwell*, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

AUG 18 1986

SEP 8 1986

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(Seal)

By *June G. Blackwell*, Deputy.

Office of the City Clerk, San Diego, California

01049

Ordinance Number **0-16710** Adopted **SEP 8 1986**

01050

01050

CERTIFICATE OF PUBLICATION

RECEIVED
CITY CLERK'S OFFICE
1986 SEP 25 AM 10:41
SAN DIEGO, CALIF.

CITY OF SAN DIEGO
202 C STREET
12TH FLOOR
SAN DIEGO, CA 92101

IN THE MATTER OF

NO.

ORDINANCE AUTHORIZING THE CITY MANAGER TO
EXECUTE A FIRST AMENDMENT TO THE GAS AIR CONDITIONING
AGREEMENT WITH THE SAN DIEGO CONVENTION CENTER

ORDINANCE NUMBER 0-16710 (NEW SERIES)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE GAS AIR CONDITIONING AGREEMENT WITH SAN DIEGO GAS AND ELECTRIC COMPANY FOR THE SAN DIEGO CONVENTION CENTER.

BE IT ORDAINED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute the First Amendment to the Gas Air Conditioning Agreement (Document No. 18601 - adopted on February 24, 1986) between the City of San Diego and the San Diego Gas and Electric Company by the "Natural Gas Building Design Agreement" attached, and the City Manager's execution thereof is hereby ratified.

BE IT FURTHER ORDAINED, that this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

**NATURAL GAS BUILDING DESIGN AGREEMENT
(Addendum to Basic Agreement)**

This agreement by and between San Diego Gas & Electric Company, and the City of San Diego ("Customer") serves as an addendum to the Gas Air Conditioning Agreement ("Basic Agreement"), executed by the parties on February 24, 1986.

This agreement is made with reference to the following:

1. The California Public Utilities Commission ("Commission") in Decision 85-12-108 directed SDG&E to undertake a Commercial Demand Reduction Program to encourage customers to reduce their peak electric demand.
2. The staff of the Commission has approved SDG&E's plans for implementing the Commercial Demand Reduction Program to include the Natural Gas Building Design Program, a design/redesign incentive, to encourage installation of gas air conditioning and other gas end use measures in commercial and industrial buildings.
3. On February 24, 1986, Customer signed the Basic Agreement with SDG&E to install 3,600 tons of direct-fired double effect natural gas air conditioning chiller-heaters and related equipment in the Convention Center Project ("Facility").
4. Customer had planned to install equipment other than the gas equipment specified in paragraph 3.
5. Installation of the gas equipment will necessitate design/redesign of the Facility at additional cost to the Customer.
6. Customer has provided SDG&E with a written breakdown of the design/redesign costs for installing gas equipment in Facility.
7. SDG&E is willing to provide an additional inducement to cover a portion of all of the design/redesign costs.

I, THOMAS D. KELLEHER, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the San Diego Daily Transcript, a newspaper of general circulation, printed and published daily, except Saturdays and Sundays, in the City of San Diego, County of San Diego, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

ORDINANCE NUMBER 0-16710

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

SEPTEMBER 22, 1986.

I certify under penalty of perjury that the foregoing is true and correct.

Dated at San Diego, California this 22 day of Sept., 19 86

Page 1 of 2

Thomas D. Kelleher
(Signature)

9" X 2 X #10.24 = \$184.32

01051

THEREFORE, in consideration of the above, the parties agree as follows:

1. SDG&E will review the documents provided by the customer and, if approved, will pay the Customer \$90,000.00 to cover the costs of redesigning this Facility for gas equipment.

2. The additional inducement shall cover the actual design/redesign costs approved by SDG&E in whole or in part up to an amount not to exceed 20 percent (20%) of the inducement in the Basic Agreement referred to above.

3. The additional inducement shall be paid as follows:

3.1 40% upon delivery of the gas equipment to the Facility.

3.2 The balance of the inducement upon installation of the gas equipment and verification by SDG&E that the equipment is operating.

4. The additional inducement for design/redesign will not be paid unless the Customer orders and installs the equipment as provided in the Basic Agreement.

5. This agreement shall be subject to all the terms and conditions of the Basic Agreement between the parties including the payment of liquidated damages.

SAN DIEGO GAS & ELECTRIC

By /s/

Title Director-Gas Marketing

Date July 29, 1988

CUSTOMER

By /s/

Title /s/

Date July 28, 1988

Approved as to form and legality this 28th day of July, 1988

JOHN W. WITT, City Attorney

By /s/ Asst. City Attorney

Passed and adopted by the Council of The City of San Diego on

SEP 8 1988 by the following vote:

YEAS: Wolfshelmer, McColl, Jones, Struikema, Gotch, McCarty,

NAYS: None.

NOT PRESENT: Cleator, Martinez, O'Connor

AUTHENTICATED BY: MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By JUNE A. BLACKNELL, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18710 (New Series) of the City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on AUG 18 1988, and on SEP 8 1988.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By JUNE A. BLACKNELL, Deputy

Pub. September 22

57989

Page 2 of 2

01052