



CITY of ESCONDIDO

COUNCIL MEETING (CLOSED SESSION 4:00 PM -
CANCELLED) AGENDA

WEDNESDAY, JULY 17, 2024

4:00 PM - Closed Session (Cancelled)

5:00 PM - Regular Session

Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

MAYOR

Dane White

DEPUTY MAYOR

Christian Garcia (District 3)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

The City of Escondido provides three ways to watch a City Council meeting:

In Person



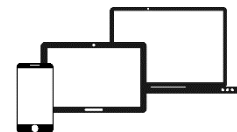
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 17, 2024

HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the City Council during a meeting:

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 17, 2024

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

PRESENTATIONS

Clean Energy Alliance

NCTD Transit Center Redevelopment and Land Swap Study Update

CLOSED SESSION REPORT - none

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) -



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2. APPROVAL OF WARRANT REGISTERS (COUNCIL)

Request approval for City Council and Housing Successor Agency warrant numbers:

385287 – 385477 dated July 02, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10-49

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS)

Request the City Council adopt Resolution No. 2024-90, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

Resolution No. 2024-90

Resolution No. 2024-90- Exhibit "A" CFD 2000-01 (Hidden Trails) Special Tax Rates

6. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH)

Request the City Council adopt Resolution No. 2024-91, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development



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COUNCIL MEETING AGENDA

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7. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES)

Request the City Council adopt Resolution No. 2024-92, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

Resolution No. 2024-92

Resolution No. 2024-92- Exhibit "A" CFD 2020-2 (The Villages) Special Tax Rates

8. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE/MOUNTAIN HOUSE)

Request the City Council adopt Resolution No. 2024-93, setting the Special Tax Levy for Community Facilities District No. 2022-1 (Eclipse/Mountain House) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval/ Receive and File (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

9. AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2025

ESSENTIAL SERVICE – Yes, Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Improve Public Safety

Resolution No. 2024-88

Resolution No. 2024-88 Exhibit "A" – Sourcewell Contract



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WEDNESDAY, JULY 17, 2024

10. FY 2023 USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT AWARD AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-95 to authorize the Escondido Fire Department to accept FY 2023 USDA Forest Service Community Wildfire Defense Grant funds; authorize the City Manager or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: La Vona Koretke, Department Fire Marshal

ESSENTIAL SERVICE – Yes, Fire/EMS Services

COUNCIL PRIORITY – Improve Public Safety

Resolution No. 2024-95

11. FY 2023 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-101 and accept FY 2023 Operation Stonegarden Grant Funds in the amount of \$10,000 from the California Office of Emergency services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the city, and approve budget adjustments needed to spend grant funds. The Department will use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, weapons trafficking, and criminal gang activity. This grant will provide operations funding to enforce local and state laws.

Staff Recommendation: Approval (Department Name: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, Internal requirement in support of police services.

COUNCIL PRIORITY – Improve Public Safety

Resolution No. 2024-101



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COUNCIL MEETING AGENDA

WEDNESDAY, JULY 17, 2024

12. FISCAL YEAR 2023/24 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-102 authorizing the Chief of Police or his designee to accept a FY 2023-24 California Office of Emergency Services (CalOES) Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,621 to cover costs of the salary and overhead of one part-time Department Specialist, maintaining accreditation for the Police Department Crime Lab, and equipment to improve the quality and timeliness of forensic science services; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of police services

COUNCIL PRIORITY – **Improve** Public Safety

Resolution No. 2024-102

13. BESSIE MINOR SWIFT FOUNDATION GRANT - \$3,400

Request the City Council adopt Resolution No. 2024-100 authorizing the Assistant Director of Community Services to receive a \$3,400 grant from the Bessie Minor Swift Foundation on behalf of the Escondido Public Library.

Staff Recommendation: Approval (Economic Development/Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

Resolution No. 2024-100



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14. CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

Request the City Council adopt Resolution No. 2024-103, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Interim Assistant Director of Utilities – Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY –Improve Public Safety

Resolution No. 2024-103

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

CURRENT BUSINESS

15. RESOLUTION IN OPPOSITION TO ASSEMBLY BILL 3093

Request the City Council approve a letter to the California State Legislature in opposition to Assembly Bill 3093.

Staff Recommendation: Approval (City Council: Mayor Dane White, Deputy Mayor Christian Garcia)

Presenter: Deputy Mayor Garcia

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Eliminate Structural Deficit; Encourage Housing Development

Attachment “1” - Letter in Opposition to AB 3093

FUTURE AGENDA



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 17, 2024

16. FUTURE AGENDA

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, www.escondido.gov.

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, August , 07, 2024 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

Wednesday, August, 14, 2024 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.



Consent Item No. 1

July 17, 2024

AFFIDAVITS

OF

ITEM

POSTING—

- ADOPTION OF ORDINANCE NO. 2024-09 (Regulation of Recreational Vehicle Parking)



CITY OF ESCONDIDO
OFFICE OF THE CITY CLERK
201 NORTH BROADWAY
ESCONDIDO, CALIFORNIA 92025-2798
(760) 839-4617

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN on WEDNESDAY, JULY 17, 2024 at 5:00 p.m., the City of Escondido will hold a Public Hearing to consider the following item:


ADOPTION OF ORDINANCE NO. 2024-09 (Regulation of Recreational Vehicle Parking)

The City Council will be asked to consider Ordinance No. 2024-09 amending the Escondido Municipal Code to adopt new regulations on recreational vehicle parking within the City of Escondido.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator (760) 839-4376 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status.

PUBLIC COMMENT: To submit comments in writing, please do so at the following link: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>. All comments received from the public will be made a part of the record of the meeting.

The staff report will be available on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, July 11, 2024. **FOR ADDITIONAL INFORMATION**, please contact (760) 839-4617 or visit the Escondido City Clerk's Office, 201 N. Broadway, Escondido, CA 92025

DocuSigned by:

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ZACK BECK, City Clerk
City of Escondido
July 4, 2024



STAFF REPORT

July 17, 2024
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTERS (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers:

385287 – 385477 dated July 02, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10-49

COUNCIL PRIORITY –

FISCAL ANALYSIS

The total amount of the warrants for the following periods are as follows:

June 27, 2024 – July 02, 2024 is \$2,422,697.64

PREVIOUS ACTION – None

BACKGROUND

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendaized in the Consent Calendar, as well as the full text of all ordinances agendaized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

July 17, 2024
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-90, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

A Special Tax is levied annually on land within Community Facilities District No. 2000-01 (Hidden Trails) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds and fund administrative expenses for the District.

PREVIOUS ACTION

The City Council approved the establishment of Community Facilities District No. 2000-01 (Hidden Trails) on September 20, 2000, and has annually thereafter adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2023-80 was adopted on July 19, 2023.

BACKGROUND

At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2000-01 (Hidden Trails) was formed and bonds issued for the purpose of acquiring certain backbone facilities including street, water and sewer facilities which were constructed within the Hidden Trails development as authorized in Section 6 of the Resolution of Formation No. 2000-241R adopted in March of 2000. As



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STAFF REPORT

required, the proceeds of the bonds were used only for such authorized purposes. As of September 30, 2005, all proceeds were expended, and the projects completed. As of July 1, 2024, \$1,250,000 of principal remain outstanding and the bonds mature on September 1, 2031.

According to the Rate and Method of Apportionment of Special Taxes for Community Facilities District No. 2000-01 (Hidden Trails), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for Fiscal Year 2024/25 are attached as Exhibit "A" to Resolution No. 2024-91.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2024/25 is presented on Attachment "1". As noted in the analysis, the 2024/25 Special Tax Levy requirement increased from \$205,550.88 by 0.24 percent in the amount of \$483.44 or an average of \$1.67 per parcel.

RESOLUTIONS

- a. Resolution No. 2024-90
- b. Resolution No. 2024-90- Exhibit "A" CFD 2000-01 (Hidden Trails) Special Tax Rates

ATTACHMENTS

- a. Attachment "1" - CFD 2000-01 (Hidden Trails) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2024-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2024/25

WHEREAS, the City Council of the City of Escondido, California ("Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act"). This Community Facilities District is designated as Community Facilities District No. 2000-01 (Hidden Trails) ("District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2000-30 ("Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year ("Certified Parcel List") is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego ("County Auditor") on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, acting as the legislative body of Community Facilities District No. 2000-01 (Hidden Trails), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2024/25 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2024/25 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, 2024, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County tax roll shall be collected through a direct

billing procedure by the Treasurer of the City of Escondido, or his/her designee, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido
Community Facilities District 2000-01
(Hidden Trails)**

Special Tax Rates for Fiscal Year 2024/25

Land Use Categories	Description	Assigned Special Tax	Proposed Actual Special Tax*
Category 1**	Residential Property	\$0.39 per square foot	\$0.2650 per square foot
Category 2**	Other Property	\$2,861 per net acre	\$1,944 per net acre
Category 3	Undeveloped Property	\$3,290 per net acre	\$0.00 per net acre

* Special Tax rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.

City of Escondido CFD 2000-01 (Hidden Trails)
Special Tax Levy Comparative Analysis (Fund 727)
Tax Year 2024-25

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2022-23		FY 2023-24		FY 2024-25		\$	%
Beginning Balance (07/01)	\$177,208.85		\$180,201.46		\$184,572.17			
Revenue								
Special Taxes	210,841.03		208,531.26					
Interest	1,679.59		1,458.71					
	\$212,520.62		\$209,989.97		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year	9/1/2022	34,471.88	9/1/2023	31,971.88	9/1/2024	29,471.88		
Principal Due 09/01 Reported Fiscal Year	9/1/2022	125,000.00	9/1/2023	125,000.00	9/1/2024	130,000.00		
Interest Due 03/01 Reported Fiscal Year	3/1/2023	31,971.88	3/1/2024	29,471.88	3/1/2025	26,709.38		
Interest Due 09/01 Pending Year Obligation					9/1/2025	26,709.38		
Principal Due 09/01 Pending year Obligation					9/1/2025	140,000.00		
Total Principal and Interest Due from Annual Levy	\$191,443.76		\$186,443.76		\$352,890.64			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	18,084.25		19,175.50		24,867.49			
Available Cash Account Balances to Reduce Levy	-		-		12,850.00			
	\$18,084.25		\$19,175.50		\$37,717.49			
Total Annual Expenditures	209,528.01		205,619.26		390,608.13			
Ending Balance (6/30)	180,201.46		184,572.17		(206,035.96)			
Calculated Annual Special Tax Requirement	\$210,563.33		\$205,552.61		\$206,035.96			
Approved / Proposed Levy as Allocated among 290 Parcels	\$210,561.18		\$205,550.88		\$206,035.96		\$485.08	0.24%
Average Levy per Dwelling Unit	\$726.07		\$708.80		\$710.47		\$1.67	0.24%



STAFF REPORT

July 17, 2024
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-91, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

A Special Tax is levied annually on land within Community Facilities District No. 2006-01 (Eureka Ranch) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds and fund administrative expenses for the District.

PREVIOUS ACTION

The City Council approved the establishment of Community Facilities District No. 2006-01 (Eureka Ranch) on September 27, 2006, and has annually thereafter adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2023-81 was adopted on July 19, 2023.

BACKGROUND

At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2006-01 (Eureka Ranch) was formed and bonds were issued for the purpose of providing street, storm drain and sewer improvements as well as utility undergrounding within the Eureka Ranch development and East Valley Parkway area as authorized in Section 6 of the Resolution of Formation No. 2006-227 adopted in



CITY of ESCONDIDO

STAFF REPORT

September of 2006. As required, the proceeds of the bonds were held in a separate account and used only for such authorized purposes. As of June 30, 2013, all proceeds were expended, and the projects completed. As of July 1, 2024, \$10,020,000 of principal remain outstanding and the bonds mature on September 1, 2036.

According to the Rate and Method of Apportionment of Special Taxes for Community Facilities District No. 2006-01 (Eureka Ranch), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for FY2024/25 are attached as Exhibit "A" to Resolution No. 2024-91.

A comparative analysis of the annual Special Tax Levy Calculation for FY2024/25 is presented on Attachment A. As noted in the analysis, the FY2024/25 Special Tax Levy requirement decreased from \$1,099,142.68 by 2.42 percent in the amount of \$26,646.36 or an average of \$78.83 per parcel.

RESOLUTIONS

- a. Resolution No. 2024-91
- b. Resolution No. 2024-91- Exhibit "A" CFD 2006-01 (Eureka Ranch) Special Tax Rates

ATTACHMENTS

- a. Attachment "1"- CFD 2006-01 (Eureka Ranch) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2024-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2024/25

WHEREAS, the City Council of the City of Escondido, California ("Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act"). This Community Facilities District is designated as Community Facilities District No. 2006-01 (Eureka Ranch) ("District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2006-32 ("Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year ("Certified Parcel List") is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego ("County Auditor") on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, acting as the legislative body of Community Facilities District No. 2006-01 (Eureka Ranch), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2024/25 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2024/25 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, 2024, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be

collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido
Community Facilities District No. 2006-01
(Eureka Ranch)**

Special Tax Rates for Fiscal Year 2024/25

Tax Class	Building Square Footage ("BSF")	Assigned Special Tax	Proposed Actual Special Tax*
Residential Property**:			
Tax Class 1	> 3,600	\$1.214 per BSF	\$0.9390 per BSF
Tax Class 2	3,251 – 3,600	\$1.275 per BSF	\$0.9862 per BSF
Tax Class 3	2,851 – 3,250	\$1.350 per BSF	\$1.0442 per BSF
Tax Class 4	2,551 – 2,850	\$1.407 per BSF	\$1.0883 per BSF
Tax Class 5	≤ 2,550	\$1.526 per BSF	\$1.1803 per BSF
Non-Residential Property**:			
Tax Class 6	NA	\$20,750.00 per Acre	\$16,049.63 per Acre
Undeveloped Property	NA	\$20,750.00 per Acre	\$0.00 per Acre

* Special Tax Rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.

City of Escondido CFD 2006-01 (Eureka Ranch)
Special Tax Levy Comparative Analysis (Fund 728)
Tax Year 2024-25

Description	Actuals		Estimated		Proposed /		Change from Prior Year		
	FY 2022-23		FY 20223-24		Budget		\$	%	
						FY 2024-25			
Beginning Balance (07/01)		\$829,862.47		\$819,104.99		\$855,124.32			
Revenue									
Special Taxes		1,053,912.18		1,103,353.20					
Interest		7,073.59		5,843.65					
		\$1,060,985.77		\$1,109,196.85		\$0.00			
Expenditures									
Cost of Bonded Indebtedness:									
Interest Due 09/01 Reported Fiscal Year		9/1/2022	258,000.00	9/1/2023	244,875.00	9/1/2024	231,125.00		
Principal Due 09/01 Reported Fiscal Year		9/1/2022	525,000.00	9/1/2023	550,000.00	9/1/2024	575,000.00		
Interest Due 03/01 Reported Fiscal Year		3/1/2023	244,875.00	3/1/2024	231,125.00	3/1/2025	216,750.00		
Interest Due 09/01 Pending Year Obligation						9/1/2025	216,750.00		
Principal Due 09/01 Pending year Obligation						9/1/2025	605,000.00		
Total Principal and Interest Due from Annual Levy		\$1,027,875.00		\$1,026,000.00		\$1,844,625.00			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)		43,868.25		47,177.52		57,129.85			
Available Cash Account Balances to Reduce Levy						16,300.00			
Contingency for Delinquency (Proposed Current Year Only)						9,566.37			
		43,868.25		47,177.52		\$82,996.22			
Total Annual Expenditures		1,071,743.25		1,073,177.52		1,927,621.22			
Ending Balance (6/30)		819,104.99		855,124.32		(1,072,496.90)			
Calculated Annual Special Tax Requirement		\$1,055,176.28		\$1,099,143.72		\$1,072,496.90			
Approved / Proposed Levy as Allocated among 338 Parcels		\$1,055,175.48		\$1,099,142.68		\$1,072,496.32		(\$26,646.36)	-2.42%
Average Levy per Dwelling Unit		\$3,121.82		\$3,251.90		\$3,173.07		(\$78.83)	-2.42%



STAFF REPORT

July 17, 2024
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-92, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

A Special Tax is levied annually on land within Community Facilities District No. 2020-2 (The Villages) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds and pay administrative expenses for the District.

PREVIOUS ACTION

The Villages Project was approved by the City Council on November 15, 2017.

On May 13, 2020, the City Council adopted Resolution No. 2020-45 approving the establishment of Community Facilities District No. 2020-2 (The Villages) and authorizing the Council to annually adopt a resolution setting the Special Tax Levy.

On July 19, 2023, the City Council adopted Resolution No. 2023-83, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages) for Fiscal Year 2023/24 on 380 developed lots located in The Villages Project



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

A Community Facilities District (“CFD”) is a special taxing district that is formed at the request of a project proponent with the approval of the local jurisdiction. CFD's were established in State Government Code in 1982 (also referred to as the Mello-Roos Act) to provide an alternate method for private property owners to finance the acquisition, construction and maintenance of certain public capital facilities, and/or to cover the related cost of ongoing services.

CFD No. 2020-2 was formed on May 13, 2020, to fund the public facilities fees associated with the Villages Project (“Project”), a development that includes 380 residential homes; recreational, social, and community amenities in a Village Center; and approximately 48.9 acres of permanent open space with active greenbelts and 3.5 acres of parks. On June 29, 2022, Special Tax Bonds of \$11,945,000 were issued. Total outstanding principal on the bonds as of July 1, 2024 is \$11,925,000 and the bonds mature on September 1, 2052.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for Fiscal Year 2023/24 is attached as Exhibit “A” to Resolution No. 2024-92. The Special Taxes received by the City will be deposited to a separate fund held by the Bank of New York, acting as Trustee, to be used for annual administrative expenses and fund the authorized facilities or future bond debt service payments.

A comparative analysis of the annual Special Tax Levy Calculation for FY2024/25 is presented on Attachment 1. As noted in the analysis, the FY 2024/25 Special Tax Levy requirement increased from \$611,312.24 by 6.69 percent in the amount of \$40,907.32 or an average of \$107.66 per parcel.

The delinquency contingency provision for the FY 2024/25 levy calculation is \$9,131.87. This is based on the actual FY 2023/24 second installment delinquent summary date 5/14/24.

RESOLUTIONS

- a. Resolution No. 2024-92
- b. Resolution No. 2024-92- Exhibit “A” CFD 2020-2 (The Villages) Special Tax Rates

ATTACHMENTS

- a. Attachment “1” - CFD 2020-01 (The Villages) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2024-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2024/25

WHEREAS, the City Council of the City of Escondido, California (“Legislative Body”), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Act”). This Community Facilities District is designated as Community Facilities District No. 2020-2 (The Villages) (“District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2020-11 (“Ordinance”) pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the indexed rates provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (“Certified Parcel List”) is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego (“County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, acting as the legislative body of Community Facilities District No. 2020-2 (The Villages), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2024/25 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2024/25 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, 2024, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be

collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido
Community Facilities District No. 2020-2
(The Villages)**

Special Tax Rates for Fiscal Year 2024/25

Land Use Category	Developed Floor Area	Assigned Special Tax ⁽¹⁾⁽²⁾	Proposed Actual Special Tax ⁽²⁾⁽³⁾
Residential Property			
1	> 3,199 sqft	\$2,964.78 per DU ⁽⁴⁾	\$2,180.86 per DU ⁽⁴⁾
2	2,950 to 3,199 sqft	\$2,877.10 per DU ⁽⁴⁾	\$2,116.36 per DU ⁽⁴⁾
3	2,700 to 2,949 sqft	\$2,778.60 per DU ⁽⁴⁾	\$2,043.90 per DU ⁽⁴⁾
4	2,450 to 2,699 sqft	\$2,670.36 per DU ⁽⁴⁾	\$1,964.28 per DU ⁽⁴⁾
5	2,200 to 2,449 sqft	\$2,553.45 per DU ⁽⁴⁾	\$1,878.28 per DU ⁽⁴⁾
6	1,950 to 2,199 sqft	\$2,263.36 per DU ⁽⁴⁾	\$1,664.90 per DU ⁽⁴⁾
7	1,700 to 1,949 sqft	\$2,238.46 per DU ⁽⁴⁾	\$1,646.58 per DU ⁽⁴⁾
8	1,450 to 1,699 sqft	\$2,039.30 per DU ⁽⁴⁾	\$1,500.08 per DU ⁽⁴⁾
9	< 1,450 sqft	\$1,914.82 per DU ⁽⁴⁾	\$1,408.52 per DU ⁽⁴⁾
Non-Residential			
10	NA	\$26,352.89 per Acre	\$19,384.89 per Acre
Backup Special Tax			
SUB16-009A	NA	\$2,879.71 per Lot	\$0.00 per Lot
SUB16-009B	NA	\$2,704.47 per Lot	\$0.00 per Lot
SUB16-009C	NA	\$2,212.58 per Lot	\$0.00 per Lot
Undeveloped Property			
NA	NA	\$26,352.89 per Acre	\$0.00 per Acre

- (1) The Assigned Special Tax Rates have been increased by 2% from the tax rates established at the time of formation in accordance with the formation documents.
- (2) Special Tax Rates shown above have been rounded to decimals shown, actual tax rates are not rounded.
- (3) The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.
- (4) Dwelling unit or "DU" is as defined in the formation documents.

City of Escondido CFD 2020-01 (The Villages)
Special Tax Levy Comparative Analysis (Fund 730)
Tax Year 2024-25

Description	Actuals		Estimated		Proposed /		Change from Prior Year	
	FY 2022-23		FY 2023-24		Budget		\$	%
Beginning Balance (07/01)	\$570,513.33		\$412,299.47		\$397,201.74			
Revenue								
Special Taxes	749,428.22		629,201.67					
Interest	4,190.89		3,568.10					
	\$753,619.11		\$632,769.77		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year	9/1/2022	66,361.10	9/1/2023	298,625.00	9/1/2024	298,125.00		
Principal Due 09/01 Reported Fiscal Year	9/1/2022	0.00	9/1/2023	20,000.00	9/1/2024	35,000.00		
Interest Due 03/01 Reported Fiscal Year	3/1/2023	298,625.00	3/1/2024	298,125.00	3/1/2025	297,250.00		
Interest Due 09/01 Pending Year Obligation					9/1/2025	297,250.00		
Principal Due 09/01 Pending year Obligation					9/1/2025	45,000.00		
Total Principal and Interest Due from Annual Levy	298,625.00		616,750.00		\$972,625.00			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	44,218.75		51,117.50		58,366.44			
Cash drawn from Deposit in Fiscal Agent Admin Account			(20,000.00)					
Transfer to Cash with Fiscal Agent Reserve Account	568,989.22							
Available Cash Account Balances to Reduce Levy					9,300.00			
Contingency for Delinquency (Proposed Current Year Only)					9,131.87			
	\$613,207.97		\$31,117.50		\$76,798.31			
Total Annual Expenditures	911,832.97		647,867.50		1,049,423.31			
Ending Balance (6/30)	412,299.47		397,201.74		(652,221.57)			
Reserve Fund Requirement	1,041,636.30		1,041,636.30		1,041,636.30			
Calculated Annual Special Tax Requirement	\$223,342.01		\$611,312.77		\$652,221.57			
Approved / Proposed Levy as Allocated among 380 Parcels	\$691,665.12		\$611,312.24		\$652,221.56		\$40,909.32	6.69%
Average Levy per Dwelling Unit	\$1,820.17		\$1,608.72		\$1,716.37		\$107.66	6.69%



STAFF REPORT

July 17, 2024
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE/MOUNTAIN HOUSE)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-93, setting the Special Tax Levy for Community Facilities District No. 2022-1 (Eclipse/Mountain House) ("District") for Fiscal Year 2024/25.

Staff Recommendation: Approval/ Receive and File (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

A Special Tax will be levied annually on land within Community Facilities District No. 2022-1 (Eclipse/Mountain House) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax will be used to meet the requirements established at the time of formation of the District.

PREVIOUS ACTION

On May 13, 2021, the City Council authorized a Deposit Account and Reimbursement Agreement between the City of Escondido and CWC Escondido 113, LLC which established the Eclipse (formerly known as Del Prado) zone of the project.

On August 31, 2021, the City Council authorized the First Amendment to Deposit Account and Reimbursement Agreement between the City of Escondido and CWC Escondido 113, LLC to include the additional project Mountain House in the CFD No 2022-1.



CITY of ESCONDIDO

STAFF REPORT

The City Council approved the establishment of Community Facilities District No. 2022-01 (the Eclipse/Mountain House project) on March 2, 2022, and has annually thereafter adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2023-84 was adopted on July 19, 2023.

BACKGROUND

A Community Facilities District ("CFD") is a special taxing district that is formed at the request of a project proponent with the approval of the local jurisdiction. CFD's were established in State Government Code in 1982 (also referred to as the Mello-Roos Act) to provide an alternate method for private property owners to finance the acquisition, construction and maintenance of certain public capital facilities, and/or to cover the related cost of ongoing services.

CFD 2022-1 was formed on March 2, 2022, to fund the public facilities fees associated with the Eclipse/Mountain House Project. The CFD was formed with two distinct zones. Zone A originally contained 81 of the total 113 townhomes in the Eclipse project. The remaining 32 townhomes were annexed into Zone A of this CFD in December of 2022. Zone B contains the Mountain House project which includes 36 residential lots. In December of 2023, the developer of Zone B, the Mountain House project, prepaid the Special Tax obligations with respect to the property in Zone B and, therefore, is no longer subject to the Special Tax.

On April 16, 2024, Special Tax Bonds of \$3,350,000 were issued. Total outstanding principal on the bonds as of July 1, 2024, is not changed and the bonds mature on September 1, 2054.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for Fiscal Year 2024/25 are attached as Exhibit "A" to Resolution No. 2024-93.

RESOLUTIONS

- a. Resolution No. 2024-93
- b. Resolution No. 2024-93- Exhibit "A" CFD 2022-1 (Eclipse/Mountain House) Special Tax Rates

ATTACHMENTS

- a. Attachment "1" - CFD 2022-1 (Eclipse/Mountain House) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2024-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE/MOUNTAIN HOUSE), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2024/25

WHEREAS, the City Council of the City of Escondido, California ("Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act"). This Community Facilities District is designated as Community Facilities District No. 2022-1 (Eclipse/Mountain House) ("District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2022-10 ("Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year ("Certified Parcel List") is timely filed by the clerk or other official designated by this legislative

body with the Auditor of the County of San Diego ("County Auditor") on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, acting as the legislative body of Community Facilities District No. 2022-1 (Eclipse/Mountain House), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2024/25 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2024/25 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, 2024, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego

is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido Community Facilities District No. 2022-1⁽¹⁾
(Eclipse)**

Special Tax Rates for Fiscal Year 2024/25

Land Use Category	Developed Floor Area	Unit⁽²⁾	Assigned Special Tax	Proposed Actual Special Tax ⁽³⁾
Zone A (Eclipse)				
Developed Property				
1	Less than 1,200 square feet	DU	\$2,249.20	\$2,090.38
2	1,200 to 1,400 square feet	DU	\$2,371.25	\$2,203.80
3	Greater than 1,400 square feet	DU	\$2,615.42	\$2,430.74
4	Non-Residential	PDU	\$2,558.01	\$2,558.01
Backup Special Tax				
NA	NA	DU	\$2,589.52	\$0.00
Undeveloped Property				
NA	NA	PDU	\$2,589.52	\$0.00

- 1) In December of 2023 the developer of CFD No. 2022-1 Zone B prepaid the Special Tax obligations with respect to the property in Zone B and, therefore, is no longer subject to the Special Tax.
- 2) Types of units are as defined in the formation documents; Dwelling Unit or "DU", Projected Dwelling Unit or "PDU" and Lot.
- 3) The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.

City of Escondido CFD 2022-01 (Eclipse MTN House)
Special Tax Levy Comparative Analysis (Fund 731)
Tax Year 2024-25

Description	Actuals FY 2022-23	Estimated Actuals FY 2023-24	Proposed / Budget FY 2024-25	Change from Prior Year	
				\$	%
Beginning Balance (07/01)	\$0.00	\$99,937.26	\$92,844.37		
Revenue					
Special Taxes	128,052.20	184,944.55			
Interest	192.56	1,786.19			
	<u>\$128,244.76</u>	<u>\$186,730.74</u>	<u>\$0.00</u>		
Expenditures					
Cost of Bonded Indebtedness:					
Interest Due 09/01 Reported Fiscal Year		9/1/2023	9/1/2024	52,111.11	
Principal Due 09/01 Reported Fiscal Year		9/1/2023	9/1/2024	30,000.00	
Interest Due 03/01 Reported Fiscal Year		3/1/2024	3/1/2025	83,000.00	
Interest Due 09/01 Pending Year Obligation			9/1/2025	83,000.00	
Principal Due 09/01 Pending year Obligation			9/1/2025	60,000.00	
Total Principal and Interest Due from Annual Levy	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$308,111.11</u>		
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	28,307.50	32,177.50	32,472.96		
Transfer to Cash with Fiscal Agent Reserve Account		161,646.13			
Available Cash Account Balances to Reduce Levy			9,300.00		
Contingency for Delinquency (Proposed Current Year Only)			4,472.49		
	<u>\$28,307.50</u>	<u>\$193,823.63</u>	<u>\$46,245.45</u>		
Total Annual Expenditures	<u>28,307.50</u>	<u>193,823.63</u>	<u>354,356.56</u>		
Ending Balance (6/30)	<u>99,937.26</u>	<u>92,844.37</u>	<u>(261,512.19)</u>		
Reserve Fund Requirement		226,000.00	226,000.00		
Calculated Annual Special Tax Requirement	\$129,165.30	\$201,105.90	\$261,512.19		
Approved / Proposed Levy as Allocated among 113 Parcels	<u>\$129,165.30</u>	<u>\$201,105.90</u>	<u>\$261,512.19</u>	<u>\$60,406.29</u>	30.04%
Number of Dwelling Units	<u>52</u>	<u>81</u>	<u>113</u>		
Average Levy per Dwelling Unit	<u>\$2,483.95</u>	<u>\$2,482.79</u>	<u>\$2,314.27</u>	<u>(\$168.52)</u>	-6.79%



STAFF REPORT

July 17, 2024
File Number 0600-10

SUBJECT

AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2025

DEPARTMENT

Public Works Department, Fleet Services Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-88, authorizing the Mayor to execute a contract to purchase unleaded gasoline and renewable diesel fuel from Mansfield Oil in the amount of \$1,550,000 utilizing a Cooperative Purchase Agreement between Sourcewell and Mansfield Oil Company of Gainesville Inc. ("Mansfield Oil"), Contract No. 121522-MNF, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-91.

Staff Recommendation: Approval (Public Works, Fleet Services: Joseph Goulart, Director of Public Works)

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

ESSENTIAL SERVICE – Yes, Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Sufficient funds are available in the Fiscal Year ("FY") 2025 Operating Budget for Public Works, Fleet Services. The funding for annual fuel purchases is in Account No. 5111-653-715 for unleaded gasoline in the amount of \$1,050,000, and in Account No. 5113-653-715 for renewable diesel fuel in the amount of \$500,000.

BACKGROUND

The City was previously a participating agency in a City of San Diego sponsored fuel purchasing consortium which consisted of almost every government agency in San Diego County. However, the City of San Diego has discontinued solicitation for this fuel purchasing contract. The City of San Diego, along with most other local agencies, have shifted to utilizing the Sourcewell contract with Mansfield Oil.



CITY *of* ESCONDIDO

STAFF REPORT

Sourcewell pricing is based on a similar concept as the previous consortium, but prices will fluctuate slightly due to the regional average sale quantities. The Sourcewell contract is expected to help increase the purchasing power for participating agencies, reducing the per gallon cost as more local agencies contract through Sourcewell.

The Sourcewell contract with Mansfield Oil is an efficient and economical procurement for bulk gasoline and renewable diesel fuels. The total savings to the City is unknown, however, the average savings is projected at \$0.80 per gallon. With previous fuel contracts, the City has saved between \$0.60 and \$0.80 per gallon from regular pump prices, as well as the reduction in staff time to annually procure this commodity. Local supplier prices are regularly checked to ensure the City is purchasing bulk fuels at competitive prices.

In order to assist in achieving Climate Action Plan goals, and to abide by State guidelines, Fleet Services has implemented priority delivery requests for Renewable Diesel Fuel (R99), which is a drop-in replacement for clear petroleum diesel fuel (dependent on local availability). Renewable diesel fuel is similar to biodiesel where it is derived from nonpetroleum renewable resources such as natural fats, vegetable oils, and greases but due to hydrogenation, there are no cold temperature gelling or storage issues as found with biodiesel. Renewable diesel is a cleaner burning renewable fuel that substantially reduces carbon emissions and improves air quality without sacrificing power, performance, or driving range.

Fleet Services is requesting approval to purchase unleaded gasoline, renewable diesel, and clear diesel fuel from Mansfield Oil through a Cooperative Purchase Agreement with Sourcewell. Fleet Services has budgeted funds totaling \$1,550,000 for this purchase in Account No. 5111-653-715 for unleaded gasoline, and Account No. 5113-653-715 for diesel fuel, previously approved in the FY 2025 budget.

RESOLUTIONS

- a. Resolution No. 2024-88
- b. Resolution No. 2024-88 Exhibit "A" – Sourcewell Contract

ATTACHMENTS

- a. Attachment "1" – Agreement and Pricing Sheet
- b. Attachment "2" – Evaluation Sheet

RESOLUTION NO. 2024-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE PURCHASE OF UNLEADED AND DIESEL FUELS FROM MANSFIELD OIL COMPANY OF GAINESVILLE INC.

WHEREAS, the City of Escondido ("City") desires to purchase automotive fuels for its vehicles; and

WHEREAS, the City wishes to purchase automotive fuels from Mansfield Oil Company of Gainesville Inc. ("Mansfield Oil") utilizing the cooperative purchase contract No. 121522-MNF with Sourcewell; and

WHEREAS, in accordance with Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the state, county or any public or municipal agency; and

WHEREAS, the Sourcewell Contract with Mansfield Oil contains renewable extensions; and

WHEREAS, Sourcewell facilitates the request for proposal for this contract; and

WHEREAS, the Public Works Director recommends the approval of the purchase of fuels from Mansfield Oil, in the amount of \$1,050,000 for unleaded gasoline, and \$500,000 for renewable diesel (R99) and/or clear diesel fuel; and

WHEREAS, sufficient funds for said purchase have been approved in the Fleet Services Fiscal Year 2025 operating budget; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the purchase of automotive fuels from Mansfield Oil.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Public Works to purchase automotive fuels from Mansfield Oil.
3. That the City Council authorizes the Mayor to execute a contract for the purchase of unleaded gasoline and diesel fuel from Mansfield Oil, utilizing the Sourcewell contract, as detailed in Exhibit "A", which is attached to this Resolution and incorporated by this reference.

**Solicitation Number: RFP #121522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mansfield Oil Company of Gainesville, Inc., 1025 Airport Parkway SW, Gainesville, GA 30501-6813 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fuel Delivery with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Unless agreed to by the Participating Entities in advance, Products must be delivered to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the Supplier. Any warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the removal of Equipment and Products that arrive in a non-conforming or defective condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers non-conforming, substandard, defective, or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and

requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the administrative fee calculated as stated in the Proposal on the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the

Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Transportation Pollution Liability Insurance.* During the term of this Contract, Supplier will maintain transportation pollution liability insurance, with coverage for loading and unloading, and endorsement of form MCS-90.

Minimum Limits:

\$1,000,000

5. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

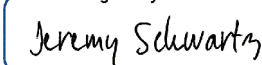
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

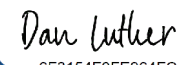
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Mansfield Oil Company of Gainesville, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
2/1/2023 | 5:03 PM CST
Date: _____

DocuSigned by:

By: 6F3154F0FE964FC...
Dan Luther
Title: Vice President of Government Sales
2/1/2023 | 11:58 AM CST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
2/1/2023 | 5:42 PM CST
Date: _____

Vendor Details

Company Name: Mansfield Oil of Gainesville

Does your company conduct business under any other name? If yes, please state: N/a

Address: 1025 Airport Pkwy
Gainesville, GA 30501

Contact: Dan Luther

Email: mocbids@mansfieldoil.com

Phone: 800-695-6626

Fax: 800-695-6626

HST#: 581091383

Submission Details

Created On: Thursday November 10, 2022 12:27:14

Submitted On: Thursday December 15, 2022 15:15:44

Submitted By: Dan Luther

Email: mocbids@mansfieldoil.com

Transaction #: 1b7b1e82-9629-451c-8a39-97f12aedc6b5

Submitter's IP Address: 99.131.40.90

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mansfield Oil Company of Gainesville, Inc. Mansfield of Canada ULC information provided separately. See Documents.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal and, if applicable, supply the US DOT number of each such subsidiary.	No subsidiary entities of the Proposer are included with this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mansfield does not have any assumed names or DBA names to identify.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	2Y744
5	Proposer Physical Address:	1025 Airport Parkway SW Gainesville, GA 30501-6813
6	Proposer website address (or addresses):	https://mansfield.energy/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peck Business Development Manager II 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: mpeck@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2146 Tom DeFeo Strategic Account Executive III 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: tdefeo@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2125

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<div>MANSFIELD HISTORY, STRUCTURE, AND CULTURE<div>Page 21 of 45</div></div> <div>For over 65 years, Mansfield has provided North America's leading organizations world-class support and solutions across the energy supply chain. As North America's largest delivered fuel supplier, Mansfield delivers 3 billion gallons annually to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.</div> <div>The company's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.</div> <div>Mansfield is a private family-owned company with a staff of over 850 employees throughout its 11 office locations in North America including a dedicated Canadian office in Calgary, AB. Customers benefit from a committed staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees. To that end, Mansfield is committed to inclusivity and diversity in its ordinary course of business. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which we operate.</div> <div>Mansfield believes that regular communication, transparency, and performance measurement foster any business relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Beyond a sales team and customer management team, as further outlined in this response, Mansfield offers its customers a 24-hour service line to address after hours concerns. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible.</div> <div>Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. Mansfield maintains a broad portfolio of fuel procurement optionality to ensure reliable supply and competitive pricing in every market. Additionally, through the company's proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains relationships with multiple carrier partners in all major markets. Mansfield has developed and managed emergency preparedness plans for customers nationwide; the firm's standard Business Continuity Plan document – a copy of which is provided with this submission – illustrates the thoroughness with which Mansfield approaches an impending event.</div> <div>The company also takes cost and complexity out of the fuel supply chain by focusing and investing in technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. This platform provides access into every aspect of a customer's fueling program. From online ordering to invoice reporting, customers have dashboard access to virtually every component of a best-in-class fuel management platform.</div> <div>MANSFIELD CORE PRINCIPLES</div> <div>Every day, employees act in accordance with the company's six core principles: Conscientiousness – holding ourselves accountable to all customers, vendors, and co-workers alike; Excellence –persistently seeking new ways to improve personally, as a team and as an organization; Innovation – embracing new ideas and welcoming new opportunities; Integrity – acting with transparency and integrity; Personal Service – exemplifying the meaning of high-touch, passionate, personal service; and Teamwork – the sum of employees collaborative energy is greater than that of any individual effort. These Core Principles guide employees in service of Mansfield's customers.</div>	Item9.
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11	What are your company's expectations in the event of an award?	<p>Mansfield is excited at the prospect of this new Fuel Delivery with Sourcewell contract given the tremendous opportunity to work with Sourcewell and its participating agencies to offer a cost competitive option to optimize agency fuel management programs. For many participating agencies, fuel is their largest spend and a critical part of operations; accordingly, it's exciting to soon have a contract that addresses that need. It's important to have a trusted vendor who can follow through and, if awarded, Mansfield is committed to ensuring that agencies realize the overall benefit of the Sourcewell contract.</p> <p>The Mansfield Team will work diligently to foster long-lasting, successful and beneficial relationships with all Sourcewell participating entities. Our Strategy is to Simplify the North American Energy Supply Chain on behalf of our customers. We organize the industry's manufacturing, logistics, storage and technology assets in ways that solve problems, create reliability and add confidence to our customers' procurement processes. Through reliable, cost-effective supply and delivery of fuel coupled with actionable insights Mansfield can support Sourcewell participating agencies and the communities in which they operate.</p> <p>Mansfield appreciates the opportunity to potentially build new relationships with Sourcewell and participating agencies to optimize and foster their fuel management programs. Mansfield would make the Sourcewell contract a focal point of its Government sales efforts by marketing the contract to prospective agencies and highlighting the contract in sales calls as a primary tool for fuel delivery solutions. For over 40 years Mansfield has been a trusted supplier to government agencies across North America and looks forward to supporting new agencies as a potential provider under this contract.</p>	<p>Page 22 of 25</p> <p>Item 9.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a Forbes Top 50 US Private Company, Mansfield is a financially stable and secure US company incorporated in Georgia. Mansfield purchases nearly 3 billion gallons of fuel per year from major US and Canadian fuel refiners and marketers who can attest to Mansfield's creditworthiness and financial durability. Attached in the Documents section are multiple years of financial statements from Mansfield's Parent Company (marked confidential since Mansfield is a private company) and a banking and business/trade references sheet.	*
13	What is your US market share for the solutions that you are proposing?	The U.S. Energy Information Administration estimates the total diesel market in the U.S. at roughly 60 billion gallons per year of which Mansfield is just over 3%. The Energy Information Administration estimates U.S. motor gasoline to be roughly 135 billion gallons per year of which Mansfield is under 1%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Mansfield's Canadian market share is under 1%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Mansfield Oil Company of Gainesville, Inc. or Mansfield of Canada ULC have petitioned for bankruptcy protection.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Mansfield is a licensed and bonded distributor of bulk motor fuels and related services in all 50 US States and 10 Canadian Provinces. Mansfield carries a robust insurance policy that exceeds industry standards for insurance coverage.</p> <p>Any Mansfield subcontractor used for fuel delivery is also fully licensed in each state in which the subcontractor operates and carries the proper insurance to meet industry standards.</p>	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment information is applicable to Mansfield over the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Mansfield is a Forbes Top 50 Private Company.</p> <p>Mansfield has also received various designations and ratings from some of the company's largest customers. This includes being awarded the Silver Alliance Supplier Award from Vulcan Materials and a Gold designated supplier by FedEx.</p> <p>Additionally, Mansfield's CIO was named the Georgia CIO of the Year for Large Enterprises by the Atlanta Business Chronicle in 2021.</p>	*
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales account for 13.3% of Mansfield's fuel sales over the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	Mansfield does not break out education sector sales in its revenue data.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mansfield holds multiple national, state, and local cooperative purchasing contracts. Total sales volume for these contracts over the next year is estimated to be in excess of \$265,000,000.</p> <p>Other national cooperative contracts include OMNIA and National Cooperative Purchasing Alliance (NCPA). State cooperative contracts include the Commonwealth of Virginia, State of South Carolina, State of North Dakota, State of North Carolina, State of Louisiana, and the State of Georgia among others. Local and/or regional cooperative contracts include the Metropolitan Washington Council of Governments, City of Plano TX, and City of Memphis among others.</p> <p>Mansfield considers specific reporting data for this contract as proprietary.</p>	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mansfield does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Chicago Transit Authority	Molly Cate	312-664-7200	*
Denver RTD	Amelia Thompson	303-299-6411	*
Miami-Dade County School Board	Miranda James	305-995-1621	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Government Entities	Government	California - CA	Supply and Delivery of Gas and Diesel Nationwide	500g - 8,500g Deliveries	\$406,623,852	*
Various Government Entities	Government	Louisiana - LA	Supply and Delivery of Gas and Diesel, as well as Fleet Cards	500g - 8,500g Deliveries	\$223,815,156	*
Various Government Entities	Government	South Carolina - SC	Supply and Delivery of Gas, Diesel, and Fuel Systems & Services, as well as Fleet Cards	500g - 8,500g Deliveries	\$208,714,935	*
Various Government Entities	Government	Illinois - IL	Supply and Delivery of Gas and Diesel, as well as Risk Management	500g - 8,500g Deliveries	\$192,718,269	*
Various Government Entities	Government	Virginia - VA	Supply and Delivery of Gas, Diesel, and DEF, as well as Fleet Cards	500g - 8,500g Deliveries	\$140,730,975	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>Sourcewell and participating entities can feel confident they are partnering with one of North America's largest delivered fuel supplier and agency fueling needs will be managed and guided by reliable and experienced industry professionals who are focused on building successful relationships between agency organizations and Mansfield.</p> <p>Mansfield's total sales force is comprised of over 60 knowledgeable professionals spread over the Enterprise Sales team – which focuses on term contracts and Mansfield's full suite of fuel management solutions – and a Spot Sales team focused on those customer's interested in shorter term deals. In addition to these sales teams, Mansfield also has Product Line Managers who support our customers and sales team across Mansfield's varying degrees of fuel management related-services product offerings as further detailed below.</p> <p>The Government Sales team is part of the broader Enterprise Sales group and is specifically dedicated to Federal, State, Local, and Educational sales and account management. This team would be responsible for managing the contract with Sourcewell and any participating agencies. The Government Sales and Account Management teams are regionally focused with expertise in the fuel markets they manage; accordingly, the entire team may support participating agencies under this contract. However, Mansfield would dedicate a lead salesperson – in conjunction with the VP, Government Sales – to oversee the Sourcewell relationship.</p> <p>Mansfield also has a strong Commercial & Industrial (C&I) Enterprise Sales team focusing on private sector fuel sales across various industries. If any Commercial customers are interested in utilizing this cooperative contract these C&I salespeople would work closely with the lead government salesperson to facilitate those conversations.</p> <p>Mansfield's Product Line Managers help support the sales staff for products like risk management fuel hedging, fleet cards, diesel exhaust fluid (DEF), fuel equipment systems and services, fuel quality, etc. as an added layer of support offered to customers. These Product Line Managers are subject matter experts in their field and work closely to ensure Mansfield tailors the right solution for each customer.</p> <p>Mansfield has a dedicated Canadian sales team that supports both C&I and Government sales in that country who would work closely with the lead salesperson to support Canadian based customers.</p> <p>Lastly, Mansfield also has a comprehensive spot sales team who's focus is on shorter term contracts. For some customers in both the government and commercial channels this is a common way to purchase fuel and Mansfield has a team tailored to that offering.</p>
26	Dealer network or other distribution methods.	<p>Under this Sourcewell contract, participating agencies will always deal with Mansfield directly as their vendor. However, it's important to note that Mansfield's ability to distribute fuel across North America is achieved through the company's proprietary DeliveryONE network. Mansfield brought together 1,500 transportation partners across the U.S. and Canada in one single network to serve our customers. From transport fuel deliveries, mobile fleet fueling, tank wagon fuel deliveries, diesel exhaust fluid (DEF), and more, Mansfield's DeliveryONE network has the coverage, reliability, and flexibility to handle the most demanding requirements while offering "local service, nationwide."</p> <p>The DeliveryONE network is unique in that no one delivered fuel supplier has company-owned fuel transportation capacity across the entire U.S. and Canada. Accordingly, Mansfield worked over decades to bring together the most reliable local and regional transportation companies – in addition to Mansfield's own trucking assets – to create a network that offers service in all major markets with access to all commercial fuel terminals throughout the U.S. and Canada.</p> <p>In addition to providing transportation capability for Mansfield, the 1,500 companies operating as part of Mansfield's DeliveryONE network can act as an extension of Mansfield's sales department by selling Mansfield fuel and fuel management services.</p>

Item9.

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27	Service force.	<p>Mansfield sales staff initiate the onboarding of any new contract and work with customers throughout the life of the agreement ensuring agency strategic priorities are met. Additionally, Mansfield will assign a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p> <p>Mansfield's operations teams are organized around customers and regional markets to balance optimal customer relationship oversight with market-based experience. Mansfield's fuel dispatch teams regularly communicate with local carriers regarding daily deliveries and any market conditions that might impact timely delivery.</p> <p>Mansfield's fuel supply and trading team is also structured regionally to enable market specialization in bulk fuel sourcing and contract negotiation. Mansfield's reliable nationwide supply network is backed by long standing relationships with all major and independent refiners. A team of optimization analysts, with the support of a proprietary sourcing program, balance supply and demand each day to ensure supply security with competitive cost.</p> <p>Dedicated carrier relations staff manage FTL transportation partners, negotiate delivery rates, as well as monitor freight market trends including advancing the data integration of Mansfield's supply and transportation network.</p> <p>Beyond direct Mansfield personnel, the DeliveryONE network also acts in service and support of Mansfield customers. The comprehensive North American coverage of the network allows for local support and redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed.</p>	<div>Page 26 of 45</div> <div>Item 9.</div>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Customer orders are handled directly by Mansfield. Orders are typically received via email or phone with Mansfield offering 24/7/365 customer service coverage. Mansfield has also recently deployed online chat and ordering via the company's proprietary FuelNet portal, creating yet another ordering option for customer personnel. Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions.</p> <p>No matter the method used to place orders, entry is handled by Mansfield's dedicated Customer Service team to ensure order accuracy. Any agreed upon product changes made during the contract year – such as those to address cold weather operability – will occur on a scheduled basis coordinated with customer operations to ensure no errant dispatches. All orders are reviewed daily by Mansfield's Customer Service and Dispatch teams to ensure information is correctly transmitted and accepted by Mansfield's delivery partners.</p> <p>Mansfield has organized its dispatch team into five geographic regions, each staffed with regional experts, to facilitate tailored expertise in every North American Market. The strong relationships these regional teams develop with Mansfield's carrier partners ensure Mansfield customers' fuel deliveries are treated with the highest priority. This group dispatches over 1.1 million deliveries scheduled annually across Mansfield's customer base.</p> <p>In addition to customer will call orders, Mansfield offers inventory management services to ensure automatic reordering of fuel without requiring any action by the customer; this allows agency staff to focus on other priorities. Mansfield can install the necessary equipment, typically for a nominal monitoring charge, for tanks with automatic tank gauges or utilize manually collected tank inventory levels from site personnel. Mansfield uses agreed-upon business rules to manage site inventory, including minimum safety stock, end-of-month inventory targets, secondary product levels, minimum delivery quantities, hours of operations, holidays, and more. Mansfield would also leverage historical data, factoring in established business rules, and schedule deliveries accordingly. Mansfield's regionally organized Inventory Management team tracks local market insights, including basis price changes and supply availability. This dedicated team manages 4,000 tanks across the U.S. and Canada.</p>	<div>Page 26 of 45</div> <div>Item 9.</div>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Mansfield's customer service program is spearheaded by a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p>	<div>Page 26 of 45</div> <div>Item 9.</div>

Mansfield's Customer Relationship Managers are organized geographically given the unique nature of the fuel market in certain parts of North America.

Customer Relationship Manager job responsibilities include, but are not limited to:

Relationship Management

- Develop and implement a regular communication strategy to connect with customers at the corporate and/or local level; communication should be focused on high-level customer satisfaction components
- Ensure smooth execution of operational initiatives and resolve operational challenges to drive higher levels of customer satisfaction.
- Ensure a consistent standard of excellence in the customer experience
- Assist in evaluating, and where applicable, improving Operational interactions with the customer
- Advocate for the customer and attain the necessary resources and attention to quickly resolve operational concerns and issues
- Lead periodic meetings with existing customers to review strategic priorities as defined by both the customer as well as Mansfield leadership, open projects, and current activities within the account, including annual reviews and the introduction of new support tools/reporting capabilities
- Lead and manage special customer projects involving complex processes and data requirements

Communication

- Establish productive, professional relationships with key personnel; align key capabilities of Mansfield with the key priorities of the customers and partners.
- Proactively work to understand customers' evolving fuels and logistics procurement landscape and engages key stakeholders to develop mutual performance objectives and critical milestones for quarterly review.
- Coordinate with various departments to ensure high-level operational issues are resolved completely and in a timely manner on behalf of the customer and to meet account performance objectives
- Autonomously identify, document, and implement best practices across all accounts.

New Business Integration

- Oversee integration of all new business including both new customers and new business for existing customers. This involves onboarding workflow meetings and the monitoring of account set-ups, account change forms, and reporting requirements
- Participate in external integration meetings for all new business (new and existing customers)
- Prepare business rules for new customers
- Ensure all account information is setup correctly for tax and billing purposes
- Verify that all customer requirements are met and then communicate start up process with the customer
- Provide expert advice on process improvement and creative alternatives for new business integration
- Ensure smooth execution of operational initiatives and resolves operational challenges to drive higher customer satisfaction.

Business/Technical Support

- Lead change initiatives, provide experienced input, and participate in scoping of new technical offerings to support complex customer needs
- Enhance customers' utilization experience of Mansfield Energy's technology offerings; focus should include the company website, FuelNet, and collaboration with BT for necessary permissions, passwords, security levels, etc. to drive overall support for customers' data needs
- Oversee customer contract compliance including terms and conditions, freight rate updates, fixed price allocations, etc. on a monthly basis

High-Level Issue Resolution

- Escalate complex issues appropriately to maintain superior customer satisfaction
- Proactively prepare strategies to prevent recurring issues from impacting customer retention

Additionally, Mansfield's sales team works with customers throughout the life of each agreement ensuring Mansfield meets each agency's strategic priorities. The Government Sales team is also organized geographically and responsibilities include, but are not limited to:

Relationship Management

- Prepare business rules for new customers
- Participate (by phone or in person) in new customer implementation meetings with customers
- Lead new customer implementation meetings with internal MOC departments
- Develop and implement a regular contact strategy to connect with existing customers

- Lead bi-monthly meetings with existing clients to review open projects and current activities within the account; meetings will include project tracking for current items along with an annual summary of all items completed for the client in the past year
- Conduct in-person meetings with the client on a quarterly basis to review open project items
- Coordinate with Operations to ensure seamless interaction with the customer during on boarding
- Establish productive, professional relationships with key personnel in assigned customer accounts
- Coordinate the involvement of company personnel, including support, service, and management resources, in order to meet account performance objectives and customers' expectations
- Proactively lead a joint company-strategic account planning process that develops mutual performance objectives, financial targets, and critical milestones
- Proactively assess, clarify, and validate customer needs on an ongoing basis

Account Retention

- Coordinate customer interaction with other departments in MOC to ensure that the customer is delighted with Mansfield Oil and has a positive customer experience

Account Growth

- Stay current on MOC's solution portfolio by attending any available training and by having regular discussions with the appropriate product line manager on potential opportunities within assigned customers
- Leverage the product line manager within MOC to coordinate a streamlined message to every existing client with regard to our product portfolio and service offerings
- Educate customers on MOC's full portfolio of solutions
- Identify growth opportunities with existing clients to market the full menu of MOC products and services
- Lead solution development efforts that best address customer needs, while coordinating the involvement of all necessary company personnel

Lastly, Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.

Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:

- Accuracy: Track every order for accuracy to ensure the customer receives a perfect delivery and exact invoice.
- Timeliness: Track every order for timeliness. This can be delivery window compliance or it could be the time it takes from delivery to receipt of invoice.
- Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, and cross-drops.

From an escalation standpoint, a customer's primary point of contact is the Customer Relationship Manager. This individual will be responsible for overseeing a customer's fuel management program in a prompt, proactive, and decisive manner.

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. Identify the geographic areas of the United States that you will fully serve through the proposed contract.	<p>As North America's largest delivered fuel supplier, Mansfield is fully capable and willing to serve all Sourcewell participating entities located throughout the United States. Mansfield's offices across the US ensure every customer receives localized service, supply and support. The corporate headquarters is stationed in Gainesville, GA with 9 other locations found in Doraville GA, Baton Rouge LA, Houston TX (2), Denver CO, Redlands CA, Mark, IL, Roseville MN, and Troy OH.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. Identify the geographic areas of Canada that you will fully serve through the proposed contract.	<p>Mansfield's Calgary, Alberta office and dedicated Canadian sales and account management team is fully capable and willing to serve all Sourcewell participating entities throughout all 10 Canadian provinces.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>	*

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States that Mansfield is unable to fully service through this proposed contract. In Canada, Mansfield of Canada ULC has not identified any Canadian geographic areas in which we are unable to fully service.	Page 29 of 45 Item 9.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mansfield can confidently serve all of Sourcewell's participating entity sectors through the proposed contract assuming the credit-worthiness of each participating agency. Mansfield does have other cooperative agreements in place, however, those agreements will not hinder Mansfield from marketing the Sourcewell agreement to all participants.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mansfield cannot identify any specific contract requirements or restrictions that would apply to participating entities located in Hawaii and Alaska. At this time, Mansfield does not currently operate in US Territories and is unable to service these areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Mansfield utilizes a variety of different marketing strategies to drive growth, including:</p> <p>Press Releases - Mansfield will use promotional media from our website and social media to drive attention to the Sourcewell contract</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts on LinkedIn and other sites.</p> <p>Webinars - Mansfield can host informational webinars for Sourcewell members and prospective members to share insights on market trends, product information, and more, leading to higher sign-ups. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated.</p> <p>Direct Sales - Mansfield's sales force will utilize the Sourcewell contract in interactions with new government agencies to secure business.</p> <p>Conferences & Trade Shows - Mansfield's sales force will make specific mention of the Sourcewell contract at Government and other trade shows attended throughout the year including large conferences such as the Government Fleet Expo and NAFA conferences.</p> <p>FUELSNews Content - Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year.</p> <p>Please reference our attached Mansfield Fuel Proposal which features multiple examples of the marketing material we will use to promote this contract opportunity.</p>

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mansfield utilizes a wide array of digital mediums for enhancing marketing effectiveness:</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts and updates on LinkedIn, Twitter, and Instagram.</p> <p>Search engine optimization: Mansfield invests in search engine optimization and our website ranks on page 1 across several industry related keywords.</p> <p>Email Marketing - Mansfield utilizes email marketing to reach out to new customers and nurture prospects with information. As part of our email and digital market efforts, Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year.</p> <p>Online Webinars - Mansfield engages with potentials on webinars and tracks interactions during the event, providing more details that can help move a deal forward. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated.</p> <p>Customer Relationship Management - Mansfield uses Dynamics CRM to track customer interactions and keep deals moving forward, to ensure that no customer ever falls through the cracks. The company also has a vast database of customer contacts and potentials that are candidates for the Sourcewell contract.</p> <p>Virtual Meeting Platforms - Mansfield sales representatives use MS Teams, Zoom, Webex and other platforms to connect virtually with customers.</p>	<p>Page 30 of 45</p> <p>Item 9.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Mansfield would take a collaborative approach with Sourcewell to promote the RFP with understanding that the majority of effort be undertaken by Mansfield. Our marketing and sales efforts will be communicated and coordinated with Sourcewell for mutual benefit, including the potential for joint press releases, shared social media content, and more. Mansfield believes such an approach will amplify the visibility of this new contract.</p> <p>Beyond coordinated marketing, a Sourcewell award will have dedicated sales representative responsible for pursuing new business and reaching out to potential prospects on a 1-to-1 basis. In the fuel space, this outside sales approach is necessary given the complexity of customer fuel programs and the need for a collaborative partnership to solve tough fuel problems. Cooperative contracts are a key component of Mansfield's government sales efforts; Mansfield's Government Sales and Account Management teams will be trained on the Sourcewell contract so that company representatives feel comfortable referring customers to Sourcewell whenever possible.</p>	<p>*</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>In the fuel industry, e-procurement ordering is not common due to the complex and volatile nature of fuel sales. Fuel management programs are typically complex and our sales process is solutions based which lends procurement conversations to in-person meetings and phone or email messaging.</p> <p>That said, once a customer is onboarded, individual orders may be placed on Mansfield's FuelNet portal for fuel and DEF products in the US. Discovery work is underway to continue finding new and easier ways for customers to purchase more products online and in Canada.</p>	<p>*</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mansfield's commitment to customer education and support is unmatched within the fuel industry. Mansfield offers fuel industry training through a variety of avenues including our Daily FuelsNews publication which covers industry news and purchasing best practices; the company's regular Webinar cadence which covers fuel market updates and fuel management program best practices; white papers and case studies on our website www.Mansfield.Energy/Resources; and specialized, customer specific training in the form of Quarterly Business Reviews, lunch and learns, or other events. The latter guidance is hosted by the Mansfield Sales or Account Management team to cover customer specific training needs. This training is free or charge and is discussed with each customer during the onboarding process to ensure their specific needs are met.</p> <p>However training does not stop after onboarding, Mansfield offers an array of metrics and reporting options via FuelNet and Quarterly Business Reviews to discuss and recommend performance outcomes related to fuel spend reduction, transaction optimization, logistical recommendations, inventory management recommendations, delivery accuracy, and fuel and freight savings achievement.</p>	<p>Page 34 of 45</p> <p>Item 9.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Mansfield believes in taking cost and complexity out of the fuel supply chain with a focus and investment on technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.</p> <p>FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:</p> <ul style="list-style-type: none"> - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF. Furthermore, Mansfield integrates retail and consigned fuel transactions into fuel delivery spend to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>Access to timely and accurate operational information to support decision making has never been more important for fleet and fuel program managers. In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor data via the Reports Console which offers standard and customizable reporting options.</p> <p>FuelNet's Fuel Equipment Systems and Services module enables customers to poll and monitor tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history.</p> <p>Mansfield has recently completed an initial round of updates to FuelNet's look and feel, with the next round of enhancements set to improve further upon the value that FuelNet delivers. Innovation is a constant focus for Mansfield as we help meet and exceed customer expectations around a best-in-class fuel management program.</p>	<p>*</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Mansfield constantly seeks new ways to help our customers achieve their sustainability goals. From being an industry leader in the US and Canadian DEF markets, which offsets harmful NOx emissions, to supplying Biodiesel and Renewable Diesel, Mansfield is committed to helping customers lower their carbon emissions relative to petroleum based fuels.</p> <p>Mansfield is working with the largest fleets in North America to meet aggressive sustainability goals to lower carbon emissions. Higher ethanol blends in gasoline or increased biodiesel blends or renewable diesel use can offer significant lifecycle carbon emissions reductions versus petroleum diesel and even when compared to electrical vehicle options. Mansfield offers a robust suite of renewable diesel, biodiesel, and ethanol blends across the US and Canada.</p>	<p>*</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As part of our commitment to the environment, the Mansfield corporate office is LEED Silver certified by the U.S. Green Building Council.</p>	<p>*</p>

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Mansfield is committed to inclusivity and diversity and in its ordinary course of business strives to engage the services of Disadvantaged Business Enterprises and Small Business Enterprises as petroleum supply and delivery partners. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which the company operates.</p> <p>While Mansfield is not a certified WMBE or SBE entity, Mansfield does work with a number of qualified WMBE or SBE partners nationally. Mansfield's Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield and its nationwide network of vetted DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners.</p> <p>Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBE Program leverages Mansfield's operational support and experience to execute even the most complex fuel management strategies. By leveraging Mansfield's DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.</p>	Page 39 of 45 Item 9.
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44	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Mansfield differentiates itself from competitors through its comprehensive service, innovation, and broad solutions.</p> <p>SERVICE</p> <p>As the largest delivered fuel supplier in North America, Mansfield offers a robust and reliable supply and delivery of fuel and related services across all 50 US States and the 10 Canadian provinces.</p> <p>Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. Throughout the US and Canada Mansfield's entire suite of supply options are utilized to meet customer needs. The variety and comprehensive coverage of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during volatile periods due to refinery outages, pipeline and terminal downtime, or natural disasters. Mansfield's supply chain provides significant security through contracted supply yet enables a fast, flexible approach to take advantage of market opportunities.</p> <p>Mansfield maintains commercial access to all third-party supply terminals in North America. This allows Mansfield the opportunity to buy from multiple supply points and providers both in markets local to customer demand but also surrounding markets in case of emergency. Customers across the country have benefited from this redundancy and flexibility as evidenced over the many years of reliable Mansfield supply to government agencies and first responders through natural disasters, weather events, refinery downtime, and infrastructure interruptions.</p> <p>Equally expansive is Mansfield's carrier base through our unique DeliveryONE network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Through the comprehensive DeliveryONE network Mansfield ensures safe and reliable transportation options are readily available to customers.</p> <p>INNOVATION</p> <p>Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.</p> <p>FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:</p> <ul style="list-style-type: none"> - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.</p> <p>Mansfield integrates retail and consigned fuel transactions to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise state level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>SOLUTIONS</p> <p>Mansfield's entire suite of fuel management solutions is unmatched in the industry. Beyond the supply and delivery of standard fuel products, Mansfield also offers supply and delivery of renewable fuels, Diesel Exhaust Fluid (DEF) supply and logistics, fuel price risk management, fleet cards, fuel systems and equipment, fuel quality and additives, emergency response programs, fuel data management, and consigned fuel. Customers have the option to choose whatever services compliment their specific fuel management program and Mansfield's sales team is there to guide them on best practices specific to each situation.</p> <p>When a customer chooses Mansfield, they're joining over 8,000 other companies that have experienced the Mansfield difference. Through service, innovation, and broad fuel management solutions, Mansfield enhances our customers' competitiveness and service capabilities. At Mansfield, we're building relationships that matter through an unwavering commitment to add value to our customers.</p>	<p>Item9.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Mansfield offers industry standard warranties.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Mansfield fuel and services are warranted, but fuel can become tainted if it sits for too long (for various reasons) or a customer's tank is not properly maintained. Mansfield warrants the fuel will meet specifications upon delivery, but not that it will maintain the required specifications in perpetuity.	*
47	Will you cover warranty service for products produced by others that are part of your proposal, or are warranty issues typically passed on to the producer?	Mansfield warrants the fuel will meet specifications, regardless of the producer.	*
48	Describe any service contract options for the items included in your proposal.	Mansfield may contract our services with local commons carriers to deliver fuel products and local vendors to perform equipment services.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
49	Describe any performance standards or guarantees that apply to your services	Mansfield will deliver fuel products that meet federal, state, and local industry standards. Mansfield fuel products meet all ASTM industry and commercial pipeline standards for fuel quality.	*
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by customer so that Mansfield self-reports its performance in this category. Example metrics tracked are: days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations Metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews. 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are Net 30 days from the date of invoice though Mansfield can accommodate other payment terms at the request of the customer. Additional savings or charges may apply.</p> <p>Acceptable payment methods are as follows:</p> <ol style="list-style-type: none"> 1. ACH Payment 2. Wire Payment 3. Electronic Funds Transfer (EFT) Authorization Agreement 4. Check 5. Credit Card (Processing Fee will be Assessed)
52	Describe any financing options available for use by educational or governmental entities.	<p>Financing options are available for all Mansfield customers and are handled on a case-by-case basis to determine what will work best for all parties involved. Mansfield will partner with Sourcewell participating entities to understand their needs and will present the best path forward. All financing options are contingent upon a credit approval process.</p> <p>In addition to offering financing opportunities, Mansfield's Consigned Fuel Program may be an appealing option for entities looking to free-up cashflow, obtain transaction-level reporting, and provide automatic accruals and cost distribution where necessary.</p> <p>The Consigned Fuel Program is tailored for savings goals and entity-specific requirements. Mansfield will help entities design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide.</p> <p>How the Mansfield Consigned Fuel Program Works: Mansfield owns the fuel inventory in a customer's fuel tanks and only bills the customer once it's pumped into the vehicle.</p> <p>With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance. Mansfield bills entities separately as they pump fuel into the vehicle, automatically delivering transaction details to support invoices. Agencies may allow other entities to use their tank or restrict access to just company-owned equipment, Mansfield can accommodate single or multi-agency billing on behalf of the customer. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.</p>
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>The Mansfield Team provides partners with two important standard transaction documents. The first is the Site Survey Form, which is provided to customers to understand as much about their physical fueling sites as possible. Mansfield wants to provide all customers with safe service, and a big part of that process is understanding the equipment and layout of each location. This form enables participating entities to identify site contacts, equipment on location, preferred delivery times, etc.</p> <p>In addition, Mansfield also provides customers with a Mansfield Order Form. While not required, this detailed form can be completed by site personnel when they'd like to schedule deliveries. Mansfield has the capabilities and the experience to remotely monitor fuel tanks and inventory manage locations with ease, however, if customers choose to have a more hands-on approach, the Mansfield Order Form provides them with everything they need to request their fuel.</p> <p>Please reference both forms attached in the Documents section of our response.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Mansfield will accept purchases on general p-card programs at a fee of 3.5% based off the entire invoice amount.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Source Evaluation and Change Request Form.

Item9.

Line Item	Question	Response *
55	Describe your pricing model (e.g., quoted adjustment from index or benchmark, line-item, product-category percentage discounts, or a combination of methods). Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>

56	<p>If your pricing model includes quoted adjustment from index or benchmark, identify the applicable index(es) or benchmark(s) for Sourcewell Participating Entities by region, delivery method, and product type. Detailed pricing data is to be included in Proposer's pricing upload materials (including the stated index or benchmark, adjustment discount or increase, frequency of index or benchmark update [daily, weekly, etc.], delivery method alternative pricing, freight, additional charges, etc.) on all of the items that you want Sourcewell to consider as part of your RFP response.</p>	<p>Mansfield proposes pricing fuel off the widely accepted OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, the industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>	<p>Reg 127 of 145 Item 9.</p>
57	<p>If your pricing model includes line-item or product-category percentage discounts, quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. Detailed pricing data is to be included in Proposer's pricing upload materials (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response.</p>	<p>Mansfield will pass along at cost (no markup or margin added) all freight charges and taxes; on the invoice the freight charges can either be billed as a line item or rolled up into the product cost. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. Estimated freight and tax quotes may be provided to each entity interested in participating in the contract, however, the actual cost of freight and taxes will be passed through at cost.</p>	<p>*</p>
58	<p>Describe any volume or quantity discounts or rebate programs that you offer.</p>	<p>There are no aggregate volume or quantity discounts or rebate programs. Any and all volume discounts will be discussed on a case-by-case basis with each participating entity. The quoted not-to-exceed price is applicable unless otherwise negotiated.</p>	<p>*</p>

59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>For fleet cards associated with a customer's fuel management program, Mansfield offers a rebate to each participating agency of .85% off the retail fuel price. For high volume fleet card prospects, Mansfield may be able to offer a larger rebate but will never offer a rebate less than .85%.</p> <p>Mansfield offers fixed price fuel hedging and risk management. Because this pricing is dependent on the fuel market and specific customer needs at the time the quote is generated, Mansfield is unable to offer a price for this service in this RFP response. However, Mansfield will discuss pricing with each interested agency. For fixed price fuel hedging Mansfield is also willing to fix the customer's freight costs.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gallon or liter.</p> <p>For bulk DEF deliveries over 250 gallons, Mansfield offers cost plus \$.10 per gallon or liter.</p> <p>Mansfield offers any other "sourced" products or related services at cost plus 15%.</p>	<p>Page 38 of 45</p> <p>Item9.</p>
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like set-up, mandatory training, split-load or multiple drop site charges, unscheduled, expedited or emergency delivery fees, dye charges, or taxes. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All freight accessorial charges incurred such as split-deliveries (multiple drop site charges), pump-off fees, minimum freight fees (for orders under a full truckload), demurrage at customer sites, and expedited or emergency delivery fees will be passed along at cost to a participating agency. These fees are charged to Mansfield by local delivery subcontractors at negotiated rates and will be passed along at no mark up to an agency only as incurred during a delivery.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gal or liter.</p> <p>All applicable taxes will be passed along and billed as a line item. Given the broad coverage of this contract and the numerous federal, state, and local taxes it's impractical to specifically list each potential tax.</p>	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Mansfield utilizes a diverse network of 1,500 third-party delivery partners to ensure reliable and cost-competitive deliveries in every market. Mansfield's Carrier Relations team thoroughly vetts each of these partners to ensure safety, performance history, market operations and capacity, flexibility to adjust to market conditions, electronic capabilities, financial durability, and competitive pricing. Mansfield's Carrier Relations team frequently issues competitive bidding for the company's freight lanes and relies on an electronic bidding engine to procure freight.</p> <p>Since all base freight rates and associated delivery charges will be passed along at cost as incurred, this means customers will be charged the same negotiated rates that Mansfield receives from its carriers. Delivering nearly 3 billion gallons of fuel products per year, customers can rest assured that Mansfield receives extremely competitive pricing as a preferred vendor of its transportation partners.</p>	*
62	Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcewell Participating Entities in Alaska, Hawaii, and Canada.	Freight, shipping, and delivery terms or programs do not differ for participating entities in Alaska, Hawaii, and Canada. All freight charges, including the base rate and any accessorial fees incurred, will be billed at cost to participating agencies. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.	*

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Beyond carrier coverage in all commercial fuel markets across North America, Mansfield is also mindful of the flexibility needed to serve our diverse customer base. Accordingly, the company ensures that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Mansfield offers delivery to a wide array of tanks from large bulk storage tanks all the way to smaller generator fills and mobile wet hosing directly to fuel vehicles.</p> <p>Additionally, given Mansfield's established history of supplying government entities and first responders, the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached to this proposal – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten customer fueling operations. Further, Mansfield has developed and managed emergency preparedness plans for customers nationwide and can work with participating agencies to tailor a program specific to their needs.</p>	Rate 39.05 Item 9.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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65	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Over the course of its 65-year history Mansfield has successfully onboarded hundreds of government customers. Onboarding a new customer involves collaboration between agency stakeholders and Mansfield as both parties determine the optimal execution strategy. The success of a contract's transition will be determined in part by the cooperative communication between Mansfield and each participating agency.</p> <p>To initiate an onboarding, Mansfield convenes an internal onboarding meeting to review the scope of the negotiated agreement, align stakeholders on the requirements, and plan for execution based on the specifications of the contract. This meeting would include the key stakeholders outlined in this proposal, as well as the front-line staff responsible for cascading a customer's requirements across the organization.</p> <p>Mansfield has a prescriptive onboarding program which is overseen by the company's Governance team that handles and approves all customer inputs into the firm's ERP system. It is critical for the process to be followed in its entirety to ensure each customer is successfully onboarded. The process utilizes Microsoft Power Apps to push information and workflows through several Mansfield departments to:</p> <ul style="list-style-type: none">- Ensure Mansfield is providing a first-class customer experience.- Bring together all departments with a common goal and purpose to hold each other accountable.- Ensure the customer is onboarded properly with operational precision so that all ordering, dispatching, and billing processes are seamless. <p>There are various steps in the process that must be followed:</p> <ol style="list-style-type: none">1. Credit Application Initiation2. Credit Review and Approval3. CRM Assignment4. Pre-Onboarding5. Internal Onboarding Meeting6. Onboarding Form Completion7. Governance Approval8. Tax Approval9. Department Notifications10. Price Letter Setups11. 1/30/60/90 Day Customer Reviews <p>The Mansfield Sales and Account Management teams work diligently to guarantee this process is followed and completed efficiently, which enables us to ensure all Sourcewell participating entities obtain the proper pricing.</p> <p>Additionally, Mansfield works with a number of entities who request specific reporting requirements and administrative fee payments - accordingly, Mansfield's Account Management team works closely with our Business Analytics data team to develop auto-generated reporting for each specific contract that needs to be tracked. Any new participating agency can simply be added to this report upon contract setup. This creates accurate and repeatable reporting capabilities to ensure the proper gallons are reported and administrative fees paid.</p>
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66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Mansfield believes that regular communication and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics that can be summarized in the below buckets:</p> <ul style="list-style-type: none"> - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by the customer so that Mansfield self-reports its performance in this category. Example metrics tracked are days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews. 	<p>Item 9.</p> <p>*</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. The administrative fee is calculated on total sales under the Contract and may be expressed as a percentage, per-unit or flat fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	<p>Mansfield proposes a \$0.0050 per gallon (or per liter in Canada) administrative fee that the company will pay to Sourcewell for all fuel sold during the duration of this contract. Mansfield wants to ensure the success of this contract and believes a competitive, market based administrative fee is necessary to promote contract growth.</p>	<p>*</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mansfield is offering supply and delivery of all formulations, grades, and blends of motor vehicle, aviation, and heating fuels commercially and readily available across the U.S. and Canada. This is inclusive of traditional petroleum-based fuels such as motor gasoline and diesel, but also alternative and renewable fuels such as ethanol, biodiesel, renewable diesel or gasoline, etc. and associated blends. Given the number of individual products included in this offering it is impractical to list all detailed product specifications in this response; however, Mansfield will deliver fuel products that meet all industry quality specifications while also complying with federal, state, or local fuel requirements.</p> <p>Mansfield is offering full truck transport, tank wagon truck transport, and mobile refueling truck delivery methods depending on customer needs.</p> <p>Mansfield is offering the below related services, please see Mansfield's Pricing Sheet for more details:</p> <ul style="list-style-type: none"> - Fixed price fuel hedging risk management to lock in fuel prices or fuel price ranges. - Diesel Exhaust Fluid (DEF) bulk supply and supply of pallets and totes. - Fuel cards for retail or backyard use as part of a comprehensive fuel management program. - Fuel equipment systems and services including inventory management, fuel card transaction management, equipment repairs/maintenance/builds, and fuel additives and pre-emptive product quality programs. - Customer specific emergency preparedness/response programs. - Consigned fuel programs whereby Mansfield owns the fuel in customer tanks and only bills fuel as it is dispensed into vehicles.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>There are no applicable subcategory titles.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Vehicle and equipment fuels, fluids, gases, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
73	Hybrid or alternative fuels (identify applicable hybrid or alternative fuel types in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
74	Support services related to the supply and delivery of the products described in Lines 70 - 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
75	Describe your ability to fuel a mixed fleet during the same route.	Mansfield has the resources and years of fuel industry experience to successfully fuel a mixed fleet during the same route. Given Mansfield's consultative approach, the Sales team will work with Sourcwell participating entities to determine their fueling needs and the best methodology for distributing fuel throughout their locations.	*
76	Describe any emergency fueling programs you offer.	<p>As a fuel supplier to government, commercial, and retail clients throughout the United States and Canada, Mansfield maintains a thorough Emergency Response Program including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers.</p> <p>Mansfield can quickly mobilize fuel from non-impacted areas to long-haul into areas experiencing a natural disaster or supply disruption, leveraging its unmatched nationwide network of supply and transportation. In case of any unexpected event, Mansfield can rely on its broad fuel and freight procurement network to procure fuel throughout surrounding markets. Through its proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains multiple relationships with carrier partners in all major markets. If the primary carrier is ever unavailable, Mansfield can call upon a network of other providers to step in. This is especially important when natural disasters strike or unexpected supply options occur. When interruptions to the fuel supply chain happen, Mansfield has redundancy to overcome those challenges and keep customers supplied.</p> <p>Lastly, given Mansfield's established history the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached in the Documents section – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten agency fueling operations. Further, Mansfield has developed and managed tailored emergency preparedness plans for customers nationwide and can work with interested agencies to do the same.</p>	*
77	Describe your carrier network.	<p>Mansfield offers bulk fueling, tank wagon fills, and mobile refueling options with its vast network of third-party carriers to meet customers' transportation needs.</p> <p>Mansfield sells nearly 10 million gallons of fuel every day with a distribution network of 900 transport truck carrier partners, 600 tank wagon partners, and 140 mobile refueling organizations. Mansfield's Carrier Relations team thoroughly vets each of these partners to ensure operational excellence, safety, financial durability, and competitive pricing. Every delivery is tailored to the customer's exact specifications and monitored for safety and quality. This service network provides the redundancy and scale required to ensure Mansfield customers are never out of fuel.</p>	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Mansfield Pricing Sheet.pdf - Thursday December 15, 2022 14:55:34
 - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Thursday December 15, 2022 13:24:01
 - [Marketing Plan/Samples](#) - Marketing Plan & Samples.zip - Thursday December 15, 2022 14:07:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday December 15, 2022 14:09:05
 - [Upload Additional Document](#) - Mansfield Business Continuity Plan.pdf - Thursday December 15, 2022 14:09:17

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dan Luther, Vice President, Government Sales, Mansfield Oil Company of Gainesville, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Fuel_Delivery_RFP_121522 Tue November 8 2022 12:16 PM	<input checked="" type="checkbox"/>	1

AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS

This **AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS** (the "Acknowledgment") is made effective this day of _____ (the "Effective Date") by and between **City of Escondido**, with an address of 201 North Broadway, Escondido, CA 92025 ("Customer"), and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** with an address of 1025 Airport Parkway, SW, Gainesville, Georgia 30501 ("Mansfield").

WHEREAS, Mansfield and Customer intend to enter into an agreement the terms and conditions of which shall be governed by the contract set forth by Sourcewell utilizing as their said contract #121522-MNF (hereinafter, the "Agreement"), the terms of which are hereby incorporated herein by reference; and,

WHEREAS, the parties desire to execute this Acknowledgment and add new items as set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer and Mansfield agree that the terms of the Agreement are hereby incorporated and amended as follows:

1. ADHERENCE TO AGREEMENT TERMS. Except as otherwise specifically provided herein, the parties hereto expressly adopt and incorporate by reference all of the terms and conditions set forth in the Agreement referenced above, including all attachments thereto. The parties hereto further expressly agree to adhere to and abide by all such terms set forth in the Agreement, which shall be fully enforceable and govern all transactions between the parties hereto as of the Effective Date of this Acknowledgment.

2. TERM AND AUTOMATIC RENEWAL. The Term of this Agreement is for one (1) year from the effective date of the Agreement. Thereafter, the parties hereto may also choose to renew this Acknowledgment for additional one (1) year term periods. In the event the parties hereto fail to execute a term extension addendum to this Acknowledgment and Customer continues utilizes Mansfield's services and placing orders for Petroleum Products with Mansfield after the applicable expiration date, the parties agree that this Acknowledgment shall automatically renew in continuous one (1) year term periods.

2. PRICING. Schedule A, attached hereto and incorporated herein by reference, shall govern pricing and product details, and may be changed by the parties via amendment from time to time.

3. NOTICES. All written notices or other communications under this Acknowledgment shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by U.S. Postal Services or other delivery service to the following addresses:

Customer: City of Escondido
201 North Broadway
Escondido, CA 92025
Attn: _____

Mansfield: Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501
Attn: Dan Luther, with a copy to same address, Attn: Legal Dept.

4. ENTIRE AGREEMENT. This Acknowledgment, together with all referenced attachments and Agreements, shall constitute the entire Agreement between the parties with respect to the subject matter of this

Agreement. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Agreement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

The parties intending to be legally bound have caused this Acknowledgment to be executed by their duly authorized representatives on the dates set forth below.

CITY OF ESCONDIDO**By:** _____**Name:** _____**Title:** _____**Execution Date:** _____**MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.****By:** _____**Name:** _____**Title:** _____**Execution Date:** _____

****By executing this Acknowledgment, both parties are agreeing they have received and understand the terms and conditions of the Agreement (as set by Sourcewell). Such agreement can be found at the following link/web address: <https://www.sourcewell-mn.gov/cooperative-purchasing/121522-mnf>**

SCHEDULE A - CUSTOMER PRICING

Bulk Fuel Deliveries:

- **Product (exclusive of any applicable taxes):**
 - Transport Gasoline (for Public Works Yard):
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.0874 per gallon
 - Transport R99 Diesel (for Public Works Yard):
 - OPIS San Diego, CA Gross Contract Average w/CAR MINUS \$.0298 per gallon
 - Tank Wagon R99 Diesel (for Fire Station #1 and Public Works Yard):
 - OPIS San Diego, CA Gross Contract Average w/CAR + \$.0719 per gallon
 - Tank Wagon R99 Diesel (for Fire Station #2 - #7):
 - OPIS San Diego, CA Gross Contract Average w/CAR + \$.2777 per gallon
- **Freight Charges (exclusive of any applicable taxes):**
 - All Freight Charges are pass-throughs under the Sourcewell agreement.
 - Estimated Weighted Average Freight
 - Transport Gasoline (for Public Works Yard): +\$.0533 per gallon
 - Transport R99 Diesel (for Public Works Yard): +\$.0609per gallon
 - Tank Wagon R99 Diesel (for Fire Station #1 and Public Works Yard): +\$.1500 per gallon
 - Tank Wagon R99 Diesel (for Fire Station #2 - #7): +\$.2500 per gallon
 - Plus, an additional \$150 delivery fee
 - Pump Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites will also be pass-throughs to the Customer.



Proposal Evaluation Fuel Delivery RFP #121522

Possible Points		Booster Fuels	Fleet Fuels	Mansfield Oil	Next Era Mobility	Pinnacle Petroleum	Saratoga Rack	Shell TapUp	TACenergy, LLC	US Gain
Conformance to Terms/ Conditions to Include Documentation	50	39	36	42		40	41	37	40	38
Pricing	400	268	239	325		255	338	238	258	245
Financial, Industry and Marketplace Successes	75	51	44	66		56	63	54	57	54
Bidder's Ability to Sell/ Service Contract Nationally	100	67	55	88		69	80	71	82	67
Bidder's Marketing Plan	50	40	32	43		35	39	35	40	41
Value Added Attributes	75	60	52	64		61	61	55	58	58
Warranty Coverages and Information	50	41	36	40		39	41	39	40	37
Selection and Variety of Products and Services Offered	200	155	168	176		155	163	158	171	133
Total Points	1,000	721	662	844		710	826	687	746	673
Rank Order		4	8	1		5	2	6	3	7

DocuSigned by:

Greg Grunig

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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

DocuSigned by:

Craig West

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Craig West, Procurement Analyst

DocuSigned by:

Tom Sharbonno

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Tom Sharbonno, Procurement Analyst



STAFF REPORT

July 17, 2024
File Number 0480-70

SUBJECT

FY 2023 USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT AWARD AND BUDGET ADJUSTMENT

DEPARTMENT

Fire Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-95 to authorize the Escondido Fire Department to accept FY 2023 USDA Forest Service Community Wildfire Defense Grant funds; authorize the City Manager or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: La Vona Koretke, Department Fire Marshal

ESSENTIAL SERVICE – Yes, Fire/EMS Services

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

This is a reimbursable grant. The Community Wildfire Defense Grant from the U.S. Department of Agriculture Forest Service will contribute \$150,000 towards the consulting costs to update of the City of Escondido and the Rincon del Diablo Fire Protection District's Community Wildfire Protection Plan ("CWPP").

PREVIOUS ACTION

In September 2009, the City was awarded \$185,000 from the American Red Cross 2007 Southern California Recovery, Planning, and Assistance ("RP&A") Program to develop a comprehensive CWPP for the City of Escondido and Rincon del Diablo Fire Protection District.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

In March 2010, the City utilized grant funds to hire Anchor Point Group for the development of the CWPP. The following year, the Council adopted the CWPP to mitigate the impacts of wildland fires, drawing on the history of fires within San Diego County and the surrounding Escondido area. This CWPP offers a comprehensive, scientifically-based analysis of wildfire hazards and risks in the Wildland Urban Interface (“WUI”) areas.

A CWPP typically requires a major update every five years due to potential changes in the community, available data, and stakeholders.

Recognizing the need to update Escondido's CWPP, staff applied for and were awarded a Community Wildfire Defense Grant from the U.S. Department of Agriculture Forest Service.

The proposed project aims to review and update all aspects of the outdated CWPP, providing enhanced data for fuel mitigation, development planning, response strategy and tactical decision-making, community education, and property owner information and empowerment. Moreover, the revised CWPP for Escondido will emphasize existing resilient landscapes, fire-adaptive communities, and evaluate the Department’s and region’s wildfire response to ensure safety and efficiency.

RESOLUTIONS

- a. Resolution No. 2024-95

ATTACHMENTS

- a. Attachment “1”- Budget Adjustment

RESOLUTION NO. 2024-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ACCEPT, ON BEHALF OF THE CITY, THE FY 2023 COMMUNITY WILDFIRE DEFENSE GRANT IN THE AMOUNT OF \$150,000; EXECUTE ALL NECESSARY GRANT DOCUMENTS; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the City of Escondido desires to update the City of Escondido and the Rincon del Diablo Fire Protection District's Community Wildfire Protection Plan; and

WHEREAS, the Escondido Fire Department have designated the FY 2023 Community Wildfire Defense Grant from the U.S. Department of Agriculture Forest Service to address this goal; and

WHEREAS, the FY 2023 Community Wildfire Defense Grant Program has designated \$150,000 to be awarded to the City of Escondido for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the City Manager of the City of Escondido to accept the FY 2023 Community Wildfire Defense Grant in the amount of \$150,000 and execute all documents necessary for the management and completion of the grant scope, including any extensions and amendments thereof.
3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.



BUDGET ADJUSTMENT REQUEST

Department:	Fire	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Laura Costello	
City Council Meeting Date: (attach staff report)	July 17, 2024	

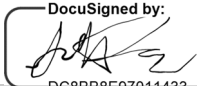
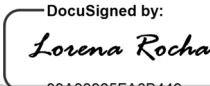
EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY2023 USDA Forest Service Community Wildfire Defense Grant funds to update the City of Escondido and Rincon Fire Protection District Community Wildfire Protection Plan.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
USDA Forest Service Grant	451-New Project	150,000	
Federal Funding	451-4128-New Project	150,000	

APPROVALS

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DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

July 17, 2024
File Number 0480-70

SUBJECT

FY 2023 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

POLICE DEPARTMENT

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-101 and accept FY 2023 Operation Stonegarden Grant Funds in the amount of \$10,000 from the California Office of Emergency services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the city, and approve budget adjustments needed to spend grant funds. The Department will use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, weapons trafficking, and criminal gang activity. This grant will provide operations funding to enforce local and state laws.

Staff Recommendation: Approval (Department Name: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, Internal requirement in support of police services.

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No impact on Operational Budget, this project is fully funded by grants.

PREVIOUS ACTION

On April 3, 2024, the City Council accepted a FY 2022 Operation Stonegarden Grant in the amount of \$10,000 to pay overtime expenses for crime suppression details. For the past thirteen years, Stonegarden funding has allowed the Escondido Police Department to partner with local law enforcement agencies to address criminal activities that affect the community. FY 2022 Operation Stonegarden funds allowed the Escondido Police Department to participate in a regional operation that focused on gang crime and narcotic trafficking activities.



CITY *of* ESCONDIDO

STAFF REPORT

BACKGROUND

The Police Department received a \$10,000 FY 2023 Operation Stonegarden Grant. Funding was provided by the California Office of Emergency Services, through the San Diego Sheriff's Department.

The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, weapons trafficking, and criminal gang activity. Throughout San Diego County, all local law enforcement agencies participate in Operation Stonegarden. This grant will provide operational funding to enforce local and state laws. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

RESOLUTIONS

- a. Resolution No. 2024-101

ATTACHMENTS

- a. Budget Adjustment

RESOLUTION NO. 2024-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FISCAL YEAR 2023 OPERATION STONEGARDEN GRANT PROVIDED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES THROUGH THE SAN DIEGO SHERIFF'S DEPARTMENT IN THE AMOUNT OF \$10,000; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS.

WHEREAS, the City of Escondido desires to improve efficient law enforcement service to the community; and

WHEREAS, the Escondido Police Department desires to conduct multi-disciplinary crime suppression operations; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2023 Operation Stonegarden Grant to fund overtime expenses to address these goals; and

WHEREAS, the Fiscal Year 2023 Operation Stonegarden Grant funds are made available through the California Office of Emergency Services in the amount of \$10,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido to accept the Fiscal Year 2023 Operation Stonegarden Grant funds made available through the California Office of Emergency Services in the amount of \$10,000 and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett x4734	
City Council Meeting Date: (attach staff report)	July 17, 2024	

EXPLANATION OF REQUEST

<p>Budget adjustments are needed to receive grant funds and establish a spending account for overtime expenses related to the FY 2023 Operation Stonegarden Grant.</p> <p>(Request Project ID #OSG023)</p>
--

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-NEW PROJECT NUMBER	\$10,000	
Police Grants	451-NEW PROJECT NUMBER	\$10,000	

APPROVALS

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DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

July 17, 2024
File Number 0480-70

SUBJECT

FISCAL YEAR 2023/24 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-102 authorizing the Chief of Police or his designee to accept a FY 2023-24 California Office of Emergency Services (CalOES) Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,621 to cover costs of the salary and overhead of one part-time Department Specialist, maintaining accreditation for the Police Department Crime Lab, and equipment to improve the quality and timeliness of forensic science services; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of police services

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Grant funds will be used to fund a part-time Department Specialist, purchase forensic operational supplies and accreditation fees for the forensic unit for crime scene investigation. This will have no impact on the General Fund Budget.

PREVIOUS ACTION

On August 16, 2023, City Council adopted Resolution No. 2023-104 approving a Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,446.

BACKGROUND



CITY of ESCONDIDO

STAFF REPORT

The Escondido Police Department has received a FY 2023-24 CalOES Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,621, funded through the Bureau of Justice Assistance. Grant funding must be used to cover costs associated with acquiring and maintaining accreditation for crime labs, reducing forensic investigation backlogs, and improving the quality and timeliness of forensic science services.

The Escondido Police Department proposes to utilize grant funds on the following items:

- Costs associated with annual fees required to maintain Crime Lab accreditation (\$2,019)
 - In 2019, the Escondido Police Department Crime Lab became fully accredited. Annually there are fees to maintain that accreditation. This grant will cover the costs of these fees.
- Operating supplies to include crime scene table, iPad Pro, air purifier, and chairs (\$22,745)
- Evolve Forensics Consultant (\$10,000)
 - Consultant will review and make recommendations to update the current training program for latent print examination.
- One part-time Department Specialist in Forensic Services unit (\$17,857)
 - Salary and benefits for part-time employee to work on backlog of cases and assist with crime scene processing and management.

The items provided by grant funding will improve the quality and timeliness of forensic science services within the City of Escondido.

RESOLUTIONS

- a. Resolution No. 2024-102

ATTACHMENTS

- a. Budget Adjustment

RESOLUTION NO. 2024-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACCEPT A FY 2023-24 CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT IN THE AMOUNT OF \$52,621, EXECUTE ALL DOCUMENTS NECESSARY FOR THE MANAGEMENT AND COMPLETION OF THE GRANT SCOPE, AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT.

WHEREAS, the City of Escondido desires to improve the quality and timeliness of forensic science services; and

WHEREAS, the Escondido Police Department has designated the FY 2023-24 Paul Coverdell Forensic Science Program Grant to conduct specific programs to address these goals; and

WHEREAS, the Paul Coverdell Forensic Science Program Grant will be paid for from funds made available by the California Office of Emergency Services (hereafter referred to as CalOES), through the Bureau of Justice Assistance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido to accept the FY 2023-24 Paul Coverdell Forensic Science Program Grant from CalOES, in the amount of \$52,621, and execute all necessary documents for the management and completion of the grant scope.
3. That City Council hereby approves and authorizes the necessary budget needed to establish a new project number for tracking and spending of grant funds.

4. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett x4734	
City Council Meeting Date: (attach staff report)	July 27, 2024	

EXPLANATION OF REQUEST

<p>A budget adjustment is needed to spend FY2023-24 Paul Coverdell Forensic Science Improvement Program Grant from California Office of Emergency Services for Forensic Services Unit’s Operating Supplies</p> <p>(request project number of PCFY23)</p>
--

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Grant Revenue	4128-451-new Project Number	\$52,621	
FY23-24 Paul Coverdell Forensic Science Improvement Program Grant	451-500-new Project Number	\$52,621	

APPROVALS

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DEPARTMENT HEAD		FINANCE	
DATE		DATE	



STAFF REPORT

July 17, 2024
File Number 0480-70

SUBJECT

BESSIE MINOR SWIFT FOUNDATION GRANT - \$3,400

DEPARTMENT

Community Services/Library

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-100 authorizing the Assistant Director of Community Services to receive a \$3,400 grant from the Bessie Minor Swift Foundation on behalf of the Escondido Public Library.

Staff Recommendation: Approval (Economic Development/Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

There will be no impact to the General Fund and does not require matching funds.

PREVIOUS ACTION

None

BACKGROUND

This grant funds a project to establish a STEAM/Makerspace in the Escondido Public Library's Youth Services Area for underserved tweens (ages 9-12), utilizing LEGO® blocks and related accessories. Library staff will integrate LEGO-themed programming to showcase the new space and engage tweens.

The objective of this project is to create a designated and open Makerspace for tweens. This destination is intended to provide tweens access to analog tools, equipment, and resources necessary for developing their ideas and exploring various subjects, interests, and disciplines. The secondary objective of this



CITY of ESCONDIDO

STAFF REPORT

project is to establish STEAM and Makerspace programming that fosters innovation through hands-on experimentation.

Staff plan to utilize the power of play for learning through themed challenges, storytelling sessions, and interactive activities at both the physical Makerspace and through programming powered by LEGO and supplies. Tweens will be encouraged to express themselves freely, experiment with different designs, and collaborate with peers. By providing this opportunity to create a stimulating environment, the Makerspace becomes a gateway for developing problem-solving skills, enhancing fine motor skills, developing language skills, and promoting collaboration; the building blocks to success and lifelong learning.

The aim is to encourage creativity and exploration, both in our physical library space and in recurring LEGO programming; providing innovation and experimentation opportunities at all access points that suit the interests and needs of tweens.

On average 30 tweens visit the youth services library each day, for a total of just over 10,000 tween visits each year. With planned monthly reoccurring LEGO STEAM programming for 25 tweens, a total of 300 tweens (or more) are estimated to attend. The total impact of grant funds could reach as many as 10,300 tweens through passive Makerspace engagement and active staff-led events.

RESOLUTIONS

- a. Resolution No. 2024-100

ATTACHMENTS

- a. Attachment "1"- Grant Award Letter
- b. Attachment "2"- Budget Adjustment

RESOLUTION NO. 2024-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ASSISTANT DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A \$3,400 GRANT FROM THE BESSIE MINOR SWIFT FOUNDATION

WHEREAS, the City of Escondido ("City") is committed to enhancing educational and recreational opportunities for its residents, particularly underserved youth; and

WHEREAS, the City desires to establish a STEAM/Makerspace in the Escondido Public Library's Youth Services Area for underserved tweens (ages 9-12) utilizing LEGO® blocks and related accessories; and

WHEREAS, the creation of this Makerspace will support the development of problem-solving skills, fine motor skills, language skills, and collaboration among tweens, contributing to their lifelong learning and success; and

WHEREAS, the Bessie Minor Swift Foundation has awarded the City a grant in the amount of \$3,400 to support this initiative; and

WHEREAS, this City Council deems it to be in the best public interest to accept this grant to fund the Makerspace project and support the educational and recreational development of Escondido's youth.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City Council authorizes the Assistant Director of Community Services, or his designee, to execute all necessary documents, in forms approved by the City Attorney's Office, to accept all grant funds.

3. That the City Council approves of any necessary budget adjustments to expend funds received for the purposes stated herein.

4. The Community Services Department/Escondido Public Library shall expend \$3,400 grant funds in accordance with the terms and requirements of the grant agreement.



June 7, 2024

Escondido Public Library
Attn: Amie Villanueva
239 South Kalmia Street
Escondido, CA 92025

Dear Amie,

We are happy to enclose a grant from the Bessie Minor Swift Foundation ("Grantor") for the amount and purpose shown below to Escondido Public Library Friends of Literacy Services ("Grantee"). This grant is contingent upon Grantee providing us within 30 days the information requested in this letter.

Amount:	\$3,400.00
Purpose:	Per the attached Grant Application submitted February 14, 2024

As a private foundation, we are required by law to document that our grant is expended for a charitable or educational purpose. We must ask that you use our funds exclusively to carry out such charitable or educational activities. You must not use any of our funds to influence legislation, to influence the outcome of any election, or to carry on any voter registration drive. It is also important that you let us know that no goods or services were provided to us for this donation.

We must receive proof that your organization continues to be exempt under Internal Revenue Code §501(c)(3) and is still classified as a public charity pursuant to IRC §509(a)(1), (2), or (3). **Kindly provide us a signed copy of this letter.**

A report containing a brief description of the activities undertaken and the degree to which they were completed, the results achieved and a financial summary for the project must be submitted no later than May 1 of 2025. If you plan to apply for another a grant in 2025, an interim report must be filed by January 1 of 2025.

Finally, we must ask that any funds not expended for charitable or educational purposes be returned to us. Please indicate your agreement with these conditions by returning a signed copy of this letter.

Please return the letter and other requested information to: The Bessie Minor Swift Foundation, c/o Sterling Foundation Management, 12030 Sunrise Valley Drive, Suite 450, Reston, VA 20191, Attention: Jessica Morrison. Alternatively, you may email a scanned copy of the signed letter and the requested documents to: Jessica@Sterlingfoundations.com.

Thank you for your assistance, and best wishes for continued success!

Sincerely,

The Bessie Minor Swift Foundation

Acknowledged by:

Date:



BUDGET ADJUSTMENT REQUEST

Department:	Community Services/Library	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Robert Rhoades	
City Council Meeting Date: (attach staff report)	7/14/2024	

EXPLANATION OF REQUEST

Acceptance of \$3,400 grant funding form the Bessie Minor Swift Foundation. The grant will support programming to establish a STEAM/Makerspace in the Escondido Public Library's Youth Services Area for underserved tweens (ages 9-12) utilizing LEGO® blocks and related accessories.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Miscellaneous Agencies	4121-004-NEW PROJECT	\$3,400	
Bessie Swift Minor Foundation	0000-004-NEW PROJECT	\$3,400	

APPROVALS

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10/2024		7/3/2024	
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

July 17, 2024
File Number 0680-20

SUBJECT

CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-103, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Interim Assistant Director of Utilities – Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Funding for this emergency trunk sewer main work is available in the Wastewater Enterprise fund.

PREVIOUS ACTION

On June 26, 2024, the City Council adopted Resolution No. 2024-86, ratifying Proclamation No. 2024-02, affirming that it was appropriate for City staff to forego competitive bidding procedures and work with contractors for the necessary emergency repairs of the failing trunk sewer main.

On July 10, 2024, the City Council adopted Resolution No. 2024-94, declaring that there was a need to continue efforts toward emergency repairs of the failing trunk sewer main sections.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. On June 17, 2024, during routine closed-circuit television inspection, Utilities Staff



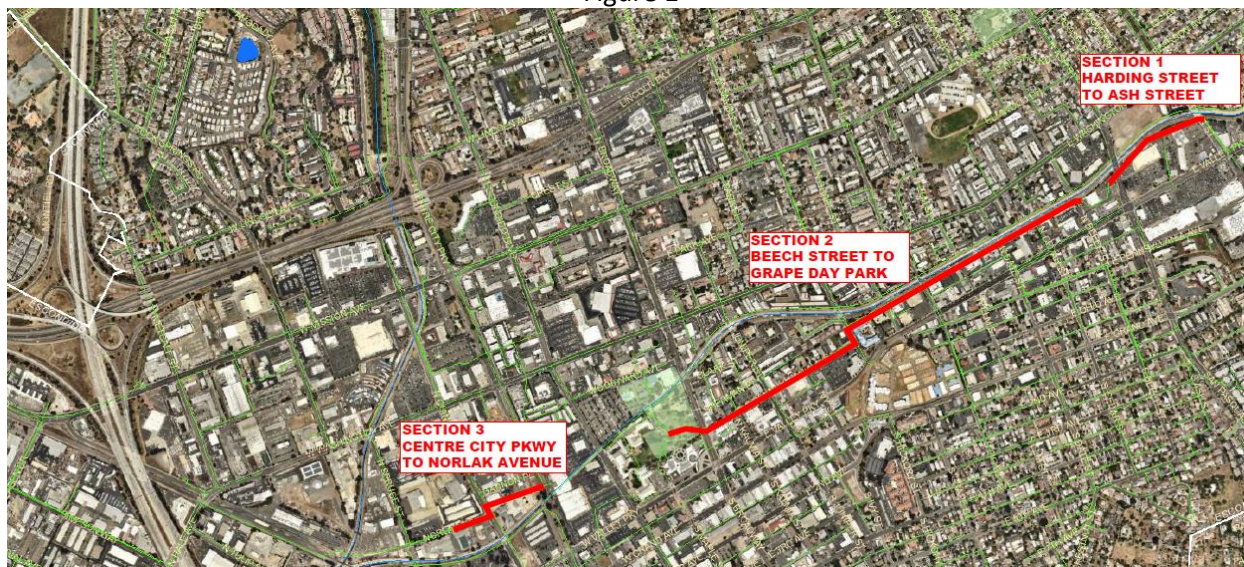
CITY of ESCONDIDO

STAFF REPORT

identified multiple failed and severely deteriorated sections of 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. This allowed staff to work directly with contractors to address the necessary repairs to the failing trunk sewer main.

Over the last week, Utilities Staff has identified and worked with three prospective contractors to obtain not-to-exceed costs and estimated schedules to complete the necessary repairs. In addition, Public Improvement Agreements have been drafted and exchanged with the prospective contractors on the scopes of work defined in the three sections shown in Figure 1 below and described as follows: 1) Harding Street to Ash Street - paralleling the Escondido Creek; 2) Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; 3) Centre City Parkway to Norlak Avenue - traversing through Fire Station #1, traversing a short section of North Quince Street, then continuing in Norlak Avenue.

Figure 1



Utilities Staff continue to meet with franchise utilities, the public, other City Departments, and other applicable regulatory agencies, such as the San Diego County Water Authority and Caltrans.

RESOLUTIONS

- a. Resolution No. 2024-103

RESOLUTION NO. 2024-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

WHEREAS, the City Council recognizes that the City's trunk sewer main pipeline in the three following sections are at risk of imminent, catastrophic failure:

- 1) Harding Street to Ash Street - paralleling the Escondido Creek; and
- 2) Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; and
- 3) Centre City Parkway to Norlak Avenue - traversing through Fire Station #1, traversing a short section of North Quince Street, then continuing in Norlak Avenue; and

WHEREAS, Utilities Staff has provided three scopes of work as defined above to three separate contractors to obtain not-to-exceed costs and estimated schedules to complete the necessary repairs; and

WHEREAS, Utilities Staff continues to work with the three identified contractors to draft Public Improvement Agreements for execution; and

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, pursuant to the adoption of Resolution No. 2024-94, the City Council declared that there was a need to continue efforts toward emergency repairs of the failing trunk sewer main sections; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days, or its next regularly scheduled meeting, and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



STAFF REPORT

July 17, 2024
File Number 0875-55

SUBJECT

RESOLUTION IN OPPOSITION TO ASSEMBLY BILL 3093

DEPARTMENT

City Council

RECOMMENDATION

Request the City Council approve a letter to the California State Legislature in opposition to Assembly Bill 3093.

Staff Recommendation: Approval (City Council: Mayor Dane White, Deputy Mayor Christian Garcia)

Presenter: Deputy Mayor Garcia

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Eliminate Structural Deficit; Encourage Housing Development

BACKGROUND

On June 26, 2024, Mayor White and Deputy Mayor Garcia requested an item be placed on the Future Agenda to approve a letter (Attachment “1”) to the California State Legislature in opposition to Assembly Bill 3093.

RESOLUTIONS

- a. Attachment “1” - Letter in Opposition to AB 3093



July 11, 2024

The Honorable Nancy Skinner
Chair, Senate Housing Committee
1021 O Street, Room 3330
Sacramento, CA 95814

RE: AB 3093 (Ward) Land use: housing element: streamlined multifamily housing.
Notice of OPPOSE UNLESS AMENDED

Dear Senator Skinner,

The City of Escondido opposes **AB 3093 (Ward)** unless amended to address cities' concerns. Currently, AB 3093 would require local governments to account for the housing needs of people experiencing homelessness in their housing elements without funding to develop the plan, implement strategies, or support the construction of affordable housing. This will place an undue financial burden on the City of Escondido.

Specifically, AB 3093 adds two new income categories to the Regional Housing Needs Assessment (RHNA) framework: acutely low-income (ALI) and extremely low-income (ELI). While these new categories are intended to help assess the needs of homeless residents, they fall within the existing very low-income category, which already accounts for the needs of individuals in our cities earning between 0% and 50% of the area median income.

The City of Escondido is concerned that this will only lead to duplicating planning efforts since existing housing element law already requires cities to analyze the special housing needs of homeless residents and assist in developing adequate housing to meet the needs of extremely low-income households. Housing element law also currently requires cities to identify sites and encourage the development of a variety of housing, including supportive housing and transitional housing. Through these processes, cities are doing more than ever to plan for the needs of unhoused residents in their communities.

AB 3093 has been fast-tracked through the legislative process without funding to realize these plans or spur much-needed development. Despite recent amendments, the City of Escondido continues to be concerned that the new income categories added by AB 3093 go beyond the suggested intent of the measure. As drafted, AB 3093 requires site inventory for ALI and ELI households and lacks critical information about how these sites should differ from the housing cities are planning for already through the very low-income category. Without amendments to clarify these concerns, cities will be set up to fail, leading to even more housing elements being deemed out of compliance.

The City of Escondido shares the goal of preventing and reducing homelessness and increasing the supply of affordable housing in our communities. However, real progress will require [ongoing funding](#) that allows for the development of long-term, ambitious plans that support unhoused residents and prevent more individuals from losing their homes. In the absence of ongoing funding to address homelessness, the complicated requirements included in AB 3093 fail to expand or develop local governments' capacity to address immediate homelessness challenges across California.



Cities across California are planning and approving millions of new homes at all income levels despite new bills introduced every year that have changed the rules mid-stream, significantly altering cities' housing element certification process. These complex, multiyear housing plans are laborious, time-consuming, and costly. With many cities still navigating the state's certification process for the sixth cycle, now is not the time to create new vague requirements that will only further these delays in certification.

For these reasons, the City of Escondido **is opposed to AB 3093 unless amended.**

Sincerely,

Dane White
Mayor

Christian Garcia
Deputy Mayor

Consuelo Martinez
Councilmember District 1

Joe Garcia
Councilmember District 2

Mike Morasco
Councilmember District 4

cc: The Honorable Chris Ward
Senator Bill Jones, Assembly member Brian Maienschein
League of California Cities



CITY of ESCONDIDO

FUTURE AGENDA

7/24/2024 - NO MEETING (SUMMER BREAK)

7/31/2024 - NO MEETING (SUMMER BREAK)

8/7/2024

CONSENT CALENDAR - (C. HOLMES) - ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS

PUBLIC HEARING - (C. MCKINNEY) - Consistency Amendments: General Plan Land Use and Community form Element and East Valley Parkway Area Plan

PUBLIC HEARING - (M. MCGUINNES/C. MCKINNEY/E. VARSO) - RV ORDINANCE

CURRENT BUSINESS - (M. MCGUINNESS) MOBILEHOME RENT REVIEW BOARD REGULATIONS

CURRENT BUSINESS - (C. MCKINNEY) - GENERAL PLAN ANNUAL PROGRESS REPORT - It is requested that the City Council review and receive the ESSENTIAL SERVICES: YES - INTERNAL REQUIREMENT

COUNCIL PRIORITY:

CURRENT BUSINESS - (C. MCKINNEY) - CLIMATE ACTION PLAN ANNUAL MONITORING REPORT - It is requested that the City Council review and receive the Climate Action Plan Annual Monitoring Report the General Plan Annual Progress Report.

ESSENTIAL SERVICES: YES - INTERNAL REQUIREMENT

COUNCIL PRIORITY:

8/14/2024

PRESENTATION: (J. MURDOCK) - SAN DIEGO EVACUATION ALERTING SYSTEM

CURRENT BUSINESS - (Z. BECK) - DESIGNATION OF VOTING DELEGATE LEAGUE OF CALIFORNIA CITIES CONFERENCE - Request the City Council ESSENTIAL SERVICES: YES - INTERNAL REQUIREMENT

COUNCIL PRIORITY:

CURRENT BUSINESS - (J. SCHOENECK) - PUBLIC ART STRATEGIC PLAN AND PUBLIC ART MUNICIPAL CODE UPDATE

CURRENT BUSINESS - (J. SCHOENECK) - COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs) WORKPLAN UPDATE

ESSENTIAL SERVICE:

COUNCIL PRIORITY: ELIMINATE STRUCTURAL DEFICIT; INCREASE RETENTION AND ATTRACTION OF PEOPLE AND BUSINESSES TO ESCONDIDO

8/21/2024

PUBLIC HEARING - (J. SCHOENECK) - SHORT TERM RENTAL ORDINANCE

ESSENTIAL SERVICE: YES - LAND USE/DEVELOPMENT

COUNCIL PRIORITY: ELIMINATE STRUCTURAL DEFICIT; IMPROVE PUBLIC SAFETY; INCREASE RETENTION AND ATTRACTION OF PEOPLE AND BUSINESSES TO ESCONDIDO

8/28/2024

9/4/2024 - NO MEETING (LABOR DAY)

9/11/2024

9/18/2024

9/25/2024

10/2/2024

10/9/2024

10/16/2024 - NO MEETING (LEAGUE OF CA CITIES CONFERENCE)

10/23/2024

10/30/2024 - NO MEETING (5TH WEDNESDAY)

11/6/2024 - NO MEETING

11/13/2024

PUBLIC HEARING - (A. MORROW) - PROP 218 EDI

11/20/2024

11/27/2024 - NO MEETING (THANKSGIVING)

12/4/2024

12/11/2024 - INSTALLATION CEREMONY

12/18/2024 - NO MEETING (WINTER BREAK)

12/25/2024 - NO MEETING (WINTER BREAK)