



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 20, 2022

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

Paul McNamara

DEPUTY MAYOR

Tina Inscoe (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 3)

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



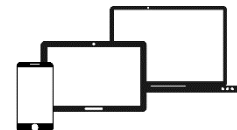
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



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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



<https://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

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WEDNESDAY, JULY 20, 2022

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: Garcia, Inscoc, Martinez, Morasco, McNamara

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) -

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

Request approval for City Council and Housing Successor Agency warrant numbers 364818 – 364989 dated July 6, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: None



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4. AMENDMENT TO EXHIBIT B OF THE 2003 AGREEMENT RELATING TO SUPPLEMENTAL WATER AMONG THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, THE SAN LUIS REY SETTLEMENT PARTIES, AND THE UNITED STATES -

Request the City Council adopt Resolution No. 2022-102 authorizing the Mayor to execute, on behalf of the City of Escondido, a letter amending Exhibit B of the 2003 Agreement Relating to Supplemental Water Among The Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States (“MWD Exchange Agreement”).

Staff Recommendation: Approval (Utilities: Christopher W. McKinney)

Presenter: Christopher W. McKinney, Deputy City Manager/Director of Utilities

Resolution 2022-102

5. AUTHORIZATION TO PROCESS A TEXT AMENDMENT TO THE GENERAL PLAN LAND USE DESIGNATION OF PLANNED OFFICE (PO) TO EVALUATE EXPANSION OF ALLOWABLE USES INCLUDING FOR EDUCATIONAL FACILITIES -

Request the City Council authorize the processing of a text amendment to the General Plan Land Use and Community Form Chapter to evaluate expansion of allowable uses, including for education facilities, in the Planned Office (PO) land use designation.

Staff Recommendation: Approval (Development Services Department: Julie Procopio, Interim Director of Development Services)

Presenter: Ivan Flores, Associate Planner

6. FOURTH AMENDMENT TO THE PUBLIC SERVICES AGREEMENT WITH STEVEN SMITH LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT -

Request the City Council adopt Resolution Number 2022-72, authorizing the Mayor to execute a Fourth Amendment to the Public Services Agreement (“PSA”), exercising the option period three (3) for Landscape Maintenance Services for the City of Escondido Landscape Maintenance District (“LMD”) (“Attachment 1”), extending the Agreement through June 30, 2023.

Staff Recommendation: Approval and File (Engineering Services, Julie Procopio)

Resolution No. 2022-72



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7. FINAL MAPS UNDER CONSIDERATION FOR APPROVAL -

The following Final Maps have been filed for approval by the City Engineer in accordance with Ordinance 2022-02: Tract PL21-0056 on La Lomita Drive.

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

Request the City Council adopt Resolution 2022-86, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) (the "District") for Fiscal Year 2022-23.

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

Presenter: Christina Holmes, Director of Finance

Resolution No. 2022-86

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

Request the City Council adopt Resolution 2022-85, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2022-23.

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

Presenter: Christina Holmes, Director of Finance

Resolution No. 2022-85

10. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-1 (Public Services) -

Request the City Council adopt Resolution 2022-87, setting the Special Tax Levy for Community Facilities District No. 2020-1 ("Public Services CFD") for Fiscal Year 2022/23.

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

Presenter: Christina Holmes, Director of Finance

Resolution No. 2022-87

11. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-2 (The Villages) -

Request the City Council adopt Resolution 2022-88, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages) (The "District") for Fiscal Year 2022/23.

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

Presenter: Christina Holmes, Director of Finance

Resolution 2022-88



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12. OUT-OF-AGENCY SERVICE AGREEMENT FOR 2314 Felicita Avenue—PL 22-0196 -

Request the City Council adopt Resolution No. 2022-90, making application to the San Diego County Local Agency Formation Commission (“LAFCO”) for an out-of-agency service agreement and authorizing the Mayor to execute said agreement, and establishing a pre-zoning designation of RE-20, for a property located at 2314 Felicita Avenue (APN 238-320-01-00).

Staff Recommendation: Approval (Development Services Department: Julie Procopio)

Presenter: Ivan Flores, Associate Planner

Resolution No. 2022-90

13. CHANGE ORDERS AND AMENDMENT FOR THE SAN PASQUAL UNDERGROUNDING PROJECT -

Request the City Council adopt Resolution No. 2022-100, authorizing change orders to the Public Improvement Agreement with Sukut Construction, LLC, in the amount of \$7,949,581.24 for the San Pasqual Undergrounding Project (“Project”); and adopt Resolution No. 2022-101, authorizing a Second Amendment to the Consulting Agreement with Arcadis U.S. Inc., in the amount of \$569,797.00 for the Project.

Staff Recommendation: Approval (Utilities: Christopher W. McKinney, Deputy City Manager/Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

Resolution No. 2022-100

Resolution No. 2022-101

14. BODY WORN CAMERAS AND CONDUCTED ENERGY WEAPONS PURCHASE -

Request the City Council adopt Resolution No. 2022-95 authorizing the Mayor to sign a five-year agreement to purchase Body Worn Cameras and Conducted Energy Weapons through a Sole Source purchase with Axon Enterprises, Inc. to provide the hardware, software, licenses, training and service.

Staff Recommendation: Approval (Police Department: David Cramer, Interim Chief)

Presenter: David Cramer, Interim Chief

Resolution No. 2022-95



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15. FY2022 CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES) HIGH FREQUENCY COMMUNICATIONS \$55,516 GRANT ACCEPTANCE AND BUDGET ADJUSTMENT -

Request the City Council authorize the Escondido Fire Department to accept FY 2022 Cal OES Grant funds in the amount of \$55,516 to purchase and install a High Frequency radio in the City's Emergency Operations Center; authorize the Fire Chief 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: Rick Vogt)

Presenter: Jeff Murdock

16. AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2023 -

Request the City Council adopt Resolution No. 2022-67, approving the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of \$1,200,000 utilizing a 5-year Cooperative Purchase Agreement between the City of San Diego and SC Fuels, RFP No. 10089315-18-K, 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 Superintendent

Resolution No. 2022-67

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

FUTURE AGENDA

17. 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)



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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.org.

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, July 27, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, August 10, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>

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.



A F F I D A V I T S
O F
I T E M
P O S T I N G - N O N E



STAFF REPORT

July 20, 2022
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers 364818 – 364989 dated July 6, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

The total amount of the warrants for the period of June 30 – July 6, 2022, is \$2,201,328.27

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

July 20, 2022
File Number 1320-55

SUBJECT

AMENDMENT TO EXHIBIT B OF THE 2003 AGREEMENT RELATING TO SUPPLEMENTAL WATER AMONG THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, THE SAN LUIS REY SETTLEMENT PARTIES, AND THE UNITED STATES

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-102 authorizing the Mayor to execute, on behalf of the City of Escondido, a letter amending Exhibit B of the 2003 Agreement Relating to Supplemental Water Among The Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States (“MWD Exchange Agreement”).

Staff Recommendation: Approval (Utilities: Christopher W. McKinney)

Presenter: Christopher W. McKinney, Deputy City Manager/Director of Utilities

FISCAL ANALYSIS

There is no anticipated fiscal impact of the proposed amendment. The costs specified in Exhibit B are paid by other parties to the agreement, except in the unlikely event of default by the other parties as described below. Even in this case, the fiscal impact to the City would be small, i.e. an increase of a few dollars per acre-foot of water delivered if the City chose to act in lieu of the defaulting party.

PREVIOUS ACTION

In 2003, the City Council authorized the Mayor to execute, on behalf of the City, the MWD Exchange Agreement.

In 2017, the City Council authorized the Mayor to execute, on behalf of the City, the “San Luis Water Rights Settlement Agreement” and related agreements.



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STAFF REPORT

BACKGROUND

The City of Escondido (“City”) is among the San Luis Rey Settlement Parties as a party to the 2017 “San Luis Water Rights Settlement Agreement” (“Settlement Agreement”). The San Luis Rey Settlement Parties are also parties to the 2003 “Agreement Relating to Supplemental Water Among The Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States” (“MWD Exchange Agreement”). The MWD Exchange Agreement governs the delivery of Supplemental Water delivered to the San Luis Rey Indian Water Authority (“SLRIWA”), the City of Escondido, and the Vista Irrigation District (“VID”) via the distribution systems of the Metropolitan Water District of Southern California (“MWD”) and the San Diego County Water Authority (“SDCWA”) per the terms of the Settlement Agreement. Among the terms of the delivery of water through these systems are tables detailing the cost of delivery and exchange of the water.

A recent review of the calculations in these tables revealed a series of small errors in the table of Exhibit B to the MWD Exchange Agreement. The table shows the annual rates that the SLRIWA pays for each acre-foot of Supplemental Water that is conveyed through the MWD Aqueduct. In certain years, the values in the table have not been escalated as described in the MWD Exchange Agreement.

Under the terms of the 2017 San Luis Rey Water Rights Settlement Implementing Agreement (“Implementing Agreement”), the SLRIWA pays the United States, who in turn pays MWD the costs detailed in Exhibit B to the MWD Exchange Agreement. In the event that the Indian Water Authority fails to make these payments, the City and VID have the right, but not the obligation, to make such payment to secure delivery of the water. This is a very unlikely circumstance because the SLRIWA has a strong interest in the delivery of the water. Even in this unlikely event, the financial impact to City is only a few dollars per acre-foot at present, a minimal additional amount for that volume of water. To date, all such payments have been made by the SLRIWA in a timely fashion.

The table on the following page details the current dollar values in Exhibit “B” to the MWD Exchange Agreement, the proposed amended values to that table, and the difference.



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REVISED EXHIBIT B (2023-2032) of the Exchange Rate for Untreated Water (dollars per acre-foot)

Year	Current Rate	Amended Rate	Difference
2023	133.30	132.20	-1.10
2024	135.37	134.25	-1.12
2025	137.47	136.33	-1.14
2026	139.60	138.44	-1.16
2027	141.76	140.59	-1.17
2028	143.96	142.76	-1.20
2029	146.19	144.98	-1.21
2030	148.46	147.22	-1.24
2031	150.76	149.51	-1.25
2032	153.10	151.82	-1.28

Staff recommend adoption of Resolution 2022-102. Approval of the amendment with the change to Exhibit B to correct minor errors is the original calculations of the Exchange Rate for Untreated Water in the MWD Exchange Agreement. In the unlikely event of any fiscal impact on the City, it will be small and at the City’s option to maintain delivery of the SLRIWA’s water to the City.

RESOLUTIONS

- a. Resolution 2022-102
- b. Resolution No. 2022-102 Exhibit “1” - Proposed letter amending Exhibit “B” to the MWD Exchange Agreement
- c. Resolution No. 2022-102 Exhibit “2” – Amendment to Exhibit “B” -

RESOLUTION NO. 2022-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A LETTER AMENDING EXHIBIT “B” TO THE 2003 AGREEMENT RELATING TO SUPPLEMENTAL WATER AMONG THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, THE SAN LUIS REY SETTLEMENT PARTIES, AND THE UNITED STATES

WHEREAS, the City of Escondido (“City”) is a party to the 2017 San Luis Rey Water Rights Settlement Agreement (“Settlement Agreement”) and the 2003 Agreement Relating to Supplemental Water Among The Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States (“MWD Exchange Agreement”); and

WHEREAS, the MWD Exchange Agreement includes terms of the delivery of water through the Metropolitan Water District of Southern California (“MWD”) and San Diego County Water Authority (“SDCWA”) systems and tables detailing the cost of delivery and exchange of the water; and

WHEREAS, a recent review of the calculations in the tables in the MWD Exchange Agreement revealed a series of small errors in the table of Exhibit B; and

WHEREAS, correcting these errors is anticipated to have minimal, if any, financial impact on the City; and

WHEREAS, the parties to MWD Exchange Agreement agree that a letter, approved by all parties, detailing an amended Exhibit B is the most expedient manner to correct the small errors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido that:

1. The above recitations are true.

2. That the Mayor is hereby authorized to execute, on behalf of the City, the attached letter (“Exhibit 1”) agreeing to amend Exhibit B of the original MWD Exchange Agreement with the attached amended Exhibit B (“Exhibit 2”).

[Insert date]

[Insert Addressees]

Correction to Exhibit B to the *Agreement Relating to Supplemental Water Among The Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States*

Dear Parties to the above-referenced Agreement:

As discussed recently, some of the annual rates included on Exhibit B to the *Agreement Relating to Supplemental Water Among The Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States* ("Agreement") are incorrect. Specifically, the rates on Exhibit B for years 2012, 2013, 2015 – 2018, 2021, and 2023 – 2032 were not escalated by 1.55% as provided by Section 6.b of the Agreement. The errors for years 2017, 2018, and 2021 resulted in Metropolitan receiving an over-payment of \$413.83. The errors for years 2012, 2013, 2015, and 2016 did not result in any payment discrepancy because no payments were required to be made to Metropolitan for those years.

Therefore, in order to correct the inadvertent mistakes made to Exhibit B, the Parties to the Agreement hereby agree that:

1. Metropolitan will provide a credit on its first invoice of 2023 to the United States in the amount of \$413.83;
2. the United States will provide a credit on its second invoice of 2023 to the Settlement Parties in the amount of \$413.83; and
3. the attached Revised Exhibit B for years 2023 – 2032 will be used going forward in place of the original Exhibit B.

No other changes to the Agreement are made. Please indicate your agreement by signing this letter below and return it to Metropolitan. We will send you a copy once all signatures are received.

Sincerely,

Metropolitan Water District of Southern California

UNITED STATES OF AMERICA

By: _____

SAN LUIS REY RIVER INDIAN WATER AUTHORITY

By: _____

LA JOLLA BAND OF MISSION INDIANS

By: _____

RINCON BAND OF MISSION INDIANS

By: _____

SAN PASQUAL BAND OF MISSION INDIANS

By: _____

PAUMA BAND OF MISSION INDIANS

By: _____

PALA BAND OF MISSION INDIANS

By: _____

CITY OF ESCONDIDO

By: _____

VISTA IRRIGATION DISTRICT

By: _____

AGREEMENT RELATING TO SUPPLEMENTAL WATER
October 10, 2003
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REVISED EXHIBIT B (2023-2032)

Year Exchange Rate for Untreated Water
(dollars per acre-foot)

2023	132.20
2024	134.25
2025	136.33
2026	138.44
2027	140.59
2028	142.76
2029	144.98
2030	147.22
2031	149.51
2032	151.82



STAFF REPORT

July 20, 2022
File Number 0830-20

SUBJECT

AUTHORIZATION TO PROCESS A TEXT AMENDMENT TO THE GENERAL PLAN LAND USE DESIGNATION OF PLANNED OFFICE (PO) TO EVALUATE EXPANSION OF ALLOWABLE USES INCLUDING FOR EDUCATIONAL FACILITIES

DEPARTMENT

Development Services, Planning Division

RECOMMENDATION

Request the City Council authorize the processing of a text amendment to the General Plan Land Use and Community Form Chapter to evaluate expansion of allowable uses, including for education facilities, in the Planned Office (PO) land use designation.

Staff Recommendation: Approval (Development Services Department: Julie Procopio, Interim Director of Development Services)

Presenter: Ivan Flores, Associate Planner

FISCAL ANALYSIS

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of a General Plan Amendment. Authorization to process the amendment application would have no direct fiscal impacts. The privately-initiated amendment application would be processed using existing staff resources with costs to be paid by the project proponent, applicant(s), and/or the future developer of the project site.

PREVIOUS ACTION

None.

BACKGROUND

The applicant, Twenty-Five Forty LLC, has submitted a request to amend text in the General Plan Land Use and Community Form Chapter to add "Educational Facilities" to the General Description of Uses in the Planned Office (P-O) land use designation. A copy of the request is attached to this Staff Report as Attachment "1." The P-O land use designation encompasses an area of the City known as the Felicita Corporate Target Area as identified in the City's General Plan, and is in the general vicinity of Interstate 15 and the Felicita Road Interchange. The General Plan identifies this as an opportunity area that envisions



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land uses that focus on attracting high paying, high employee density employment opportunities. The existing site conditions include single-family dwellings, undeveloped lots, places of worship, and low intensity medical offices. The intent is to evaluate expansion of allowable uses on parcels with a General Plan Land Use Designation of P-O.

The applicant intends to submit a General Plan Amendment, Master Planned Development Permit, Precise Development Permit, and a Specific Alignment Plan. The inclusion of educational facilities would facilitate the development of the site for a middle school and high school at the northeast corner of Miller Avenue and W. Citracado Parkway, and would make the project consistent with the underlying General Plan Land Use Designation.

The authorization to proceed with the General Plan Amendment does not bestow approval upon any of the aforementioned applications and does not commit the City Council to any future action. The application as a whole will return to City Council with a recommendation from the City's Planning Commission.

ENVIRONMENTAL REVIEW

The action before the City Council is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This agenda item involves the consideration of processing a General Plan Amendment and land use development application. This general direction does not have a legally binding effect on any possible future discretionary action

ATTACHMENTS

- A. **Attachment "1" - Applicant's Initiation Request Letter**

Twenty-Five Forty LLC
8076 Entrada de Luz East
San Diego, CA 92127

June 7, 2022

Ivan Flores, Associate Planner
Planning Division, City of Escondido
201 North Broadway
Escondido, CA 92025-2798

Re: General Plan Text Amendment

Dear Mr. Flores

This project is requesting a General Plan Text Amendment and a Precise Development Plan for a new middle and high school development in the City of Escondido, at the vacant lot at the northeast corner of Citracado Parkway and Miller Avenue. The school will include four (4) "Classroom buildings", fieldhouse (gym), library, administration, outdoor gathering & activities areas, and a sports field. Each "Classroom building" be identical and will include a makerspace room, three (3) classrooms, twenty-four (24) team spaces that are each approximately 140 SQFT, restrooms, storage, and utility space. The school could house up to 500 students. The design would be both flexible and adaptable, with a focus on outdoor spaces for learning, making and gathering. EV parking and roof top solar are proposed.

The request for this General Plan Text Amendment is to add educational and/or schools to the existing PO/Planned Office land use designation.

Sincerely,



Garrett Pagon
Twenty-Five Forty LLC



STAFF REPORT

July 20, 2022

File Number 0600-10, A-3256

SUBJECT

FOURTH AMENDMENT TO THE PUBLIC SERVICES AGREEMENT WITH STEVEN SMITH LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT.

DEPARTMENT

Engineering Services

RECOMMENDATION

Request the City Council adopt Resolution Number 2022-72, authorizing the Mayor to execute a Fourth Amendment to the Public Services Agreement (“PSA”), exercising the option period three (3) for Landscape Maintenance Services for the City of Escondido Landscape Maintenance District (“LMD”) (“Attachment 1”), extending the Agreement through June 30, 2023.

Staff Recommendation: Approval and File (Engineering Services, Julie Procopio)

FISCAL ANALYSIS

The LMD reimburses all costs incurred by the City in all zones except Zones 12 and 13. The City of Escondido purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and therefore assumed the assessment assigned to this property. Zone 13 was formed to pay for the maintenance of the Centre City Parkway landscaped median, south of Felicita Avenue and north of Montview Drive. The City shares the cost of the maintenance in Zone 13 with the two shopping centers on either side of the Parkway.

PREVIOUS ACTION

On June 20, 2018, the City Council adopted Resolution No. 2018-97, executing a PSA with Steven Smith Landscaping, Inc. for Landscape Maintenance Services for the City of Escondido LMD. The initial term of the PSA was for a two-year contract beginning July 1, 2018 and ending June 30, 2020, in the not to exceed amount of \$238,003.92 per year. With satisfactory performance and mutual agreement between the City and the Contractor, the City may extend the Agreement for an additional three (3) one-year contract option periods ending June 30, 2023.



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BACKGROUND

The LMD was established as a means to fund the ongoing maintenance of certain landscape improvements associated with the development of specific properties within the City of Escondido. These landscape improvements have special benefit to those specific properties.

The Engineering Services Department published a Request for Proposal (“RFP”) on April 9, 2018, for annual Landscape Maintenance Services for the City LMD. Four landscape contractors submitted proposal by the closing date of April 30, 2018. After review and analysis of the proposals by representatives of the Public Works and Engineering Services Departments, the proposal submitted by Steven Smith Landscape, Inc. was selected as the one most advantageous to the City.

The LMD is divided into various zones. Property owners for parcels within each zone are assessed for the benefit received within their zone and the maintenance of the landscape improvements. All funds collected must be used within the zone.

RESOLUTIONS

- a. Resolution No. 2022-72
- b. Resolution No. 2022-72 Exhibit “A” – Fourth Amendment to Public Services Agreement with Steven Smith Landscape, Inc.

RESOLUTION NO. 2022-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FOURTH AMENDMENT TO THE PUBLIC SERVICES AGREEMENT WITH STEVEN SMITH LANDSCAPE INC FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF ESCONDIDO ASSESSMENT DISTRICT

WHEREAS, the City of Escondido (“City”) advertised for proposals for Landscape Maintenance Services for the City of Escondido Landscape Maintenance Assessment District; and

WHEREAS, of the four (4) proposals received, Steven Smith Landscape, Inc. was determined to be the most advantageous to the City; and

WHEREAS, the Director of Engineering/City Engineer recommends the approval and execution of the Public Services Agreement with Steven Smith Landscape, Inc.; and

WHEREAS, on June 20, 2018, the City Council adopted Resolution No. 2018-97, authorizing the Mayor and City Clerk to execute a Public Services Agreement with Steven Smith Landscape, Inc. for Landscape Maintenance Services for the City of Escondido LMD; and

WHEREAS, the City and Steven Smith Landscape, Inc. entered into an Agreement for a two (2)-year term beginning on July 1, 2018 and ending June 30, 2020, in the not to exceed amount of \$238,392 per year; and

WHEREAS, with satisfactory performance and mutual agreement between the City and Contractor, the City may extend the Agreement for an additional three (3) one (1)-year contract option periods ending June 30, 2023.

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

1. That the above recitals are true.

2. That the Mayor is authorized to execute, on behalf of the City, a Fourth (4) Amendment to the Public Services Agreement in the not to exceed amount of \$238,003.92 with Steven Smith Landscape, Inc. for Landscape Maintenance Services for the City of Escondido Landscape Maintenance District, which is attached hereto as Exhibit "A" and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
FOURTH AMENDMENT TO PUBLIC SERVICES AGREEMENT

This Fourth Amendment to Public Services Agreement (“Fourth Amendment”) is made and entered into as of this ____ day of _____, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Allen Yun
 760-839-4665
 ("CITY")

And: Steven Smith Landscape, Inc.
 a California corporation
 1916 Commercial St.
 Escondido, CA 92029
 Attn: Steven Smith
 760-745-9916
 ("CONTRACTOR ").

(The CITY and CONTRACTOR each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties entered into that certain Public Services Agreement dated June 26, 2018, which was subsequently amended by a First Amendment dated July 2, 2018, a Second Amendment dated July 23, 2020, and a Third Amendment dated June 9, 2021 (collectively, the “Agreement”), wherein CITY retained CONTRACTOR to provide services for landscape maintenance services for the Escondido landscape maintenance district, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in “Attachment A” to this Fourth Amendment, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

The CONTRACTOR will furnish all of the Services described in "Attachment A" to this Fourth Amendment.

1. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of **\$238,003.92**, pursuant to the conditions contained in "Attachment A" to this Fourth Amendment.
2. Section 2 (Compensation) of the Public Services Agreement dated June 26, 2018 shall be deleted in its entirety and replaced with the following:
 2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$238,003.92** per year. Any breach of this Agreement will relieve the CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after the CITY provides notice and a reasonable time to correct it. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. All other terms of the Agreement not referenced in this Fourth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Fourth Amendment, this Fourth Amendment shall prevail.
4. This Fourth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Fourth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Fourth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Fourth Amendment, the effective date of this Fourth Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Fourth Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

STEVEN SMITH LANDSCAPE, INC.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

A. General

Steven Smith Landscape, Inc., a California corporation (“Contractor”), will provide the City of Escondido, a California municipal corporation (“City”), with maintenance services in the City’s Landscape Maintenance Assessment District (“LMD”).

B. Location

A map of the City’s LMD is attached to this Scope of Work as Exhibit 1 and incorporated herein by this reference. Contractor will provide landscape maintenance services in the City’s LMD zones 1 through 9, 11 through 29, 32 through 35, and 38. Each LMD zone subject to this Fourth Amendment is described as follows:

Zone 1 – Rancho Verde

The project area is within the Rancho Verde subdivision, Tracts 523A, 523B, 653 and 692 which are located north of Via Rancho Parkway at Eucalyptus Avenue. The improvements to be maintained are the entryway improvements including the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway. Area measures approximately 33,000 square feet.

Zone 2 – Nutmeg Street

Located on the west side of Nutmeg Street, south of Sunset Heights Road. The improvements to be maintained include the slope/parkway landscaping on the west side of Nutmeg Street, the slope landscaping on the north side of the service road south of the tract, and the slope/parkway landscaping on the south side of Sunset Heights Road. Area measures approximately 17,200 square feet.

Zone 3 – Eleventh Avenue and West Valley Parkway

Located at the southwest corner of West Eleventh Avenue and West Valley Parkway. The improvements to be maintained include the slope and parkway landscaping on the west side of West Valley Parkway, and a small portion of parkway landscaping on the south side of Eleventh Avenue. Area measures approximately 18,200 square feet.

Zone 4 – El Norte Parkway/Rees Road

Located on the north side of El Norte Parkway and the west side of Rees Road from Rees Road to approximately 1,000 feet east of Bennett Avenue. The improvements to be maintained include crib wall, slope and parkway landscaping on the north side of El Norte Parkway, and parkway landscaping on the west side of Rees Road adjacent to the homes in Tract 721. Area measures approximately 14,700 square feet.

Zone 5 – La Honda Drive (North)

Located on the east side of La Honda Drive beginning just south of Dublin Lane and continuing north up La Honda Drive. The improvements to be maintained are the slope/parkway landscaping on the east side of La Honda Drive north and south of Dublin Lane, and the slope/parkway landscaping on Dublin Lane at the entry to Tract 723. Area measures approximately 37,300 square feet.

Zone 6 – N. Broadway/Brava Place

Located on the east side of North Broadway at the intersection of Brava Place. Improvements to be maintained include parkway landscaping north and south of Brava Place, and parkway landscaping on Brava place adjacent to the environmental channel. Any work done in the portion of the environmental channel flowing through the development, as indicated on the subdivision map, will be billed as extra work and is not part of the monthly maintenance. Channel maintenance must be preapproved by the Public Works Department and may be

subject to additional environmental requirements and maintenance restrictions. Area measures approximately 2,000 square feet (not including channel maintenance).

Zone 7 – La Honda Drive (South)

Located on the east side of La Honda Drive beginning north of Trujillo Terrace and continuing north up La Honda Drive to the boundary of LMD Zone 5. The improvements to be maintained include the slope/parkway landscaping on the east side of La Honda Drive and the landscaping in a triangular-shaped lot on the corner of MacNaughton Lane and Glasglow Lane. Area measures approximately 23,000 square feet.

Zone 8 – East El Norte Parkway

Located on the south side of El Norte Parkway between Justin Way and Kaile Lane. The improvements to be maintained include parkway landscaping. Area measures approximately 2,722 square feet.

Zone 9 – Laurel Valley

The project areas are within the Laurel Valley subdivision, Tract 655. The area is generally south of Rincon Avenue and on the east and west sides of Ash Street. This tract has 156 single family homes. The improvements to be maintained include 2.31 acres of turf, 1.46 acres of plateau grass, 1.49 acres of landscaped slopes, and 0.12 acres of shrubs/groundcover. Area measures approximately 234,353 square feet.

Zone 11 – Parkwood

Located on the north side of Rincon Avenue, south of Cleveland Avenue and east and west of Conway Drive. The improvements to be maintained include landscaping around the perimeter of the Parkwood development, median landscaping on Conway Drive between Rincon Avenue and Cleveland Avenue, open space eucalyptus groves, and a turf lined drainage channel. Area measures approximately 687,000 square feet.

Zone 12 – Reidy Creek Environmental Channel

The Reidy Creek Environmental Channel generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The improvements to be maintained include the grass-lined slopes of the Reidy Creek Channel, including all shrubs and trees on the slopes. Channel bed maintenance is not part of the monthly maintenance and will be billed as an extra. Channel bed maintenance must be preapproved by the Public Works Department and may be subject to additional environmental requirements and maintenance restrictions. This channel is non-irrigated. Area measures approximately 830,000 square feet.

Zone 13 – Centre City Parkway median at Felicita Ave.

Located south of Felicita Avenue extending to approximately 500 feet south of Towne Centre Driveway. The improvement to be is the landscaping which includes trees, shrubs, and ground cover in the median on Centre City Parkway. Area measures approximately 42,500 square feet.

Zone 14 – Lincoln Avenue

Located on the north side of Lincoln Avenue between Fig Street and Grape Street. The improvements to be maintained include the landscaping in the parkway on the north side of Lincoln Parkway adjacent to the homes in Tract 747. Area measures approximately 2,000 square feet.

Zone 15 – Citrus Avenue/Washington Avenue

Located on the east side of Citrus Avenue and the south side of Washington Avenue. The improvements to be maintained include the landscaping in the parkway on the east side of Citrus Avenue and on the south side of Washington Avenue adjacent to the homes in Tract 805. Area measures approximately 7,000 square feet.

Zone 16 – N. Broadway/Trellis Lane

Located on the east side of North Broadway at the intersection of Trellis Lane. The improvements to be maintained include the parkway landscaping on the east side of North Broadway and the south side of Trellis Lane adjacent to the homes in Tract 741. Area measures approximately 1,200 square feet.

Zone 17 – El Norte Parkway/Creekside

Located on the north side of El Norte Parkway east of Kaile Lane. The improvements to be maintained include parkway landscaping on the north side of El Norte Parkway and the east side of Kaile Lane. Area measures approximately 6,240 square feet.

Zone 18 – East Valley Parkway/Wanek Road

Located on East Valley Parkway just north of Wanek Road. The improvements to be maintained include parkway landscaping on the west side of East Valley Parkway north of Wanek Road adjacent to Tract 818. Area measures approximately 1,265 square feet.

Zone 19 – Brookside I and II

Located north of Rincon Avenue, east of North Broadway Avenue, west of Conway Drive, and south of North Avenue in Tracts 819 and 844. Area measures approximately 448,000 square feet.

Zone 20 – Citracado Parkway

Located on Citracado Parkway south of Greenwood Place adjacent to Tract 817. The improvements to be maintained include slope/parkway landscaping on the north, east and west sides of Citracado Parkway adjacent to Tract 817. Area measures approximately 20,750 square feet.

Zone 21 – El Norte Parkway/Greenway Rise

Located on East El Norte Parkway east of Greenway Rise adjacent to Tract 823. The improvements to be maintained include slope/parkway landscaping on the north side of East El Norte Parkway adjacent to Tract 823. Area measures approximately 6,000 square feet.

Zone 22 – El Norte Parkway/Woodland Parkway

Located on W. El Norte Parkway and Woodland Parkway adjacent to Tract 808. Improvements to be maintained include slope/parkway on the north side of West El Norte Parkway and the east side of Woodland Parkway adjacent to Tract 808. Area measures approximately 9,660 square feet.

Zone 23 – Harmony Grove

Located on Harmony Grove Road south of Princess Kyra Place adjacent to Tract 837. Improvements to be maintained include parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place. Area measures approximately 2,270 square feet.

Zone 24 – Encino Drive/Juniper Street

Located on Encino Drive adjacent to Tract 824 and on Juniper Street adjacent to Tract 845. The improvements to be maintained include slope/parkway landscaping on the west side of Encino Drive north and south of Amparo Court, a detention basin near the southwest corner of Encino Drive/Amparo Court, slope/parkway landscaping on the east side of Juniper Street north and south of Amparo Drive and a detention basin on the northeast corner of Juniper Street/Amparo Court. Area measures approximately 85,365 square feet.

Zone 25 – El Norte Parkway

Located on East El Norte Parkway west of Kaile Lane adjacent to Tracts 787R, 821, and 847. Improvements to be maintained include parkway landscaping on the north side of El Norte Parkway adjacent to Tracts 787R, 821, and 847. Area measures approximately 6,216 square feet.

Zone 26 – Fig Street/Jets Place

Located on the east side of Fig Street just north of Stanley Court adjacent to Tract 856. Improvements to be maintained include parkway and drainage landscaping on the east side of Fig Street north and south of Jets Place adjacent to Tract 856. Area measures approximately 1,836 square feet.

Zone 27 – Washington Hills

Located on the north and south sides of El Norte Parkway and the north side of Washington Avenue. Improvements to be maintained includes the parkway landscaping adjacent to the Chaparral Ridge and Chaparral Glen Development. Area measures approximately 29,903 square feet.

Zone 28 – Eureka Springs

Located on the north side of El Norte Parkway from Key Lime Way to East Valley Parkway, on the west side of East Valley parkway from El Norte Parkway to Beven Drive, on the east side of El Norte Parkway from Eureka Drive to Beven Drive, and in the Median from El Norte Parkway to Beven Drive. Improvements include trees, shrubs, turf, and groundcover. Area measures approximately 287,000 square feet.

Zone 29 – Felicita Road

Located on the west side of Felicita Road, north and south of Rockwell Springs Court adjacent to Tract 861. Improvements to be maintained includes parkway and drainage landscaping. Area measures approximately 4,578 square feet.

Zone 32 – Washington Hills II (Chaparral Creek)

Located on the south side of Washington Ave., east and west of Trovita Court. Improvements to be maintained include parkway landscaping. Area measures approximately 875 square feet.

Zone 33 – El Norte Parkway/Midway Drive

Located on the north side of El Norte Parkway, east and west of Midway Drive. Improvements to be maintained include slope, parkway, and drainage landscaping on El Norte Parkway and Midway Drive adjacent to Tract 883. Area measures approximately 4,000 square feet.

Zone 34 – Idaho Ave./Purdum Lane

Located on the north side of Idaho Ave., west of Purdum Lane. Improvements to be maintained include slope, parkway, and drainage landscaping. Area measures approximately 7,000 square feet.

Zone 35 – Hamilton Lane

Located on the south side of Hamilton Lane east and west of Hamilton Place adjacent to Tract 889. Improvements to be maintained include parkway and drainage landscaping. Area measures approximately 5,550 square feet.

Zone 38 – Campbell Place

Located on the west side of Citrus Avenue, south of East Washington Avenue and north of the Flood Control Channel. Improvements to be maintained include parkway and drainage landscaping. Area measures approximately 2,000 square feet.

C. Services

1. Services Generally

Landscape maintenance services for each LMD zone described in Section B shall include mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material.

Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from Contractor at Contractor's sole expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of this Fourth Amendment.

Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

By signing this Fourth Amendment, Contractor acknowledges and warrants that it has visited the locations described in Section B and is fully acquainted with the conditions and difficulties attending the performance of this Fourth Amendment. No additional compensation or relief from any obligations of this Fourth Amendment will be granted because of Contractor's lack of knowledge of the sites or conditions under which the work will be accomplished.

2. Irrigation System Services

Contractor shall maintain the entire irrigation system at each zone described in Section B. Irrigation system maintenance services include the replacement, repair, adjustment, and monitoring of the system to assure continued operation. The controllers and valve boxes shall be kept clean of soil and debris. Water usage shall not exceed the amount required to comply with irrigation schedules established by Contractor and approved by the City. The irrigation controllers shall be turned off prior to expected rain events resulting in enough rainfall to constitute a watering schedule. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of Contractor to turn the water back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs. Contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from Contractor's monthly payment can be made if repairs are not made in a timely manner satisfactory to the City.

Contractor shall inspect and test the operation of the irrigation system twice per month for any malfunction. Contractor shall develop, publish, and submit inspection reports to the City for its records.

All repairs and replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to Contractor by the City. Repairs must be completed before the next watering cycle begins.

Labor for incidental sprinkler repairs, such as repairs to valves, and irrigation equipment beyond the valve, will be included in the contract price of this Fourth Amendment. The City will reimburse Contractor for the cost of the parts for these repairs.

Major repairs, such as valve replacement, mainline breaks, wiring, and controllers; will be billed as extra work for parts and labor upon authorization of the Public Works Director or their designee.

The City will be responsible for backflow repairs and certification tests. Sites using recycled water require special training and certification of employees. Contractor must possess this certification in order to comply with recycled water regulations.

The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the Public Works Director or their designee.

3. Pruning and Edging Services

Contractor shall be responsible for the pruning of all shrubs and groundcover in the work area to maintain plants in a healthy, growing condition. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the Director of Public Works or their designee. All groundcover shall be edged as needed but not to exceed 3 inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.

4. Tree Maintenance Services

All trees shall be maintained in their natural shapes. All pruning shall be done according to the International Society of Arboriculture and shall be limited to removal and disposal of any dead or broken branches and any sucker growth located in or on the tree. A minimum clear area of 6 feet shall be maintained under all trees. Young trees shall be thinned and shaped as needed to promote a strong healthy structure. Mature trees and those in excess of 20 feet in height shall be pruned and shaped up to 12 feet in order to maintain a clean appearance. Tree work above 12 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary. Contractor shall maintain all tree stakes and supports. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Contractor shall remove or loosen any and all stakes and ties whenever girdling is causing damage to the trunk. Trees lost from Contractor's negligence shall be removed and replaced by Contractor with a like size and species at no cost to the City.

5. Mowing, Edging, and Channel Maintenance Services

Turf areas shall be mowed per the following schedule:

- March-November: Weekly (total of 40 mowings)
- December-February: Every two weeks (total of seven mowings)

Mowing height shall be determined by the turf type, time of year, and by the Director of Public Works or their designee.

Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas and other

features every two weeks or as needed so as not to exceed 3 inches in length over curbs or onto sidewalks.

The following zones have specific mowing and maintenance requirements:

LMD ZONE 9 - LAUREL VALLEY

Mowing of turf grass areas shall normally occur once a week in areas designated as "A" "turf areas" and once a month in areas designated as "B" "plateau grass areas" (see page 10 of Exhibit 1). Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces and other features shall be done at time the turf grass is mowed. Slope areas designated as "C" "slope areas" shall be weed whipped once a month. Groundcover slope areas designated as "D" "shrub/groundcover areas" shall be kept thriving and relatively weed free.

LMD ZONE 11 - PARKWOOD

The storm drain channels up to the main channel crossing at Conway Drive shall be kept clean of all debris, sedimentation and unwanted vegetation. The open space areas identified as lots 40, 88A, 888, 130, 225, and 262 shall be mowed per the following schedule:

- March- November: Every two weeks (total of 20 mowings).
- December-February: One time per month (total of 3 mowings).

The annual grasses and weeds in the open space areas identified as lots 60 and 169 that contain eucalyptus groves will be mowed twice during the year at a time specified by the Director of Public Works or their designee. This normally will occur during the spring and early summer months.

LMD ZONE 12 - REIDY CREEK

All culverts and drains in the Reidy Creek Environmental Channel shall be kept clean of all debris. Plant material, such as cattails, woody plants, and grasses that impede water flow will be removed from culverts and drains. All groundcover areas in the Reidy Creek environmental channel shall be mowed nine times per year. The actual schedule for these mowings will be coordinated with the Director of Public Works or their designee.

LMD ZONE 19 - BROOKSIDE I and BROOKSIDE II

Mowing of turf grass areas shall normally occur once a week. Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces, and other features shall be done each time the turf grass is mowed.

6. Removal of Trash and Debris

Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this Fourth Amendment, Contractor shall remove all debris generated by the performance of the work. Immediately after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris. All areas covered by this Fourth Amendment will be kept free of, but not limited to, the following: bottles, cans, paper, cardboard, metallic items, debris, and trash. Litter must be removed at a minimum of two times per week (each Monday and Thursday) for the following main LMD thoroughfares:

- Broadway (Zones 6, 16, and 19)
- Center City Parkway (Zone 13)
- Valley Parkway (Zones 3, 18, and 28)
- El Norte Parkway (Zones 4, 8, 17, 21, 22, 25, 27, 28, and 33)
- Washington Ave. (Zones 15 and 32)
- Via Rancho Parkway (Zone 1)

7. Weed Control

All landscape areas within the specified maintenance area shall be kept free of weeds. Weeds shall be controlled by hand or mechanical methods. Herbicides may be used for weed control upon prior approval of the City's Director of Public Works or their designee. The cost of herbicides and application labor is the responsibility of Contractor. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by Contractor off-site.

8. Disease and Pest Control

Contractor shall regularly inspect all plants for presence of disease or insect infestation. Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City. Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to same. Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.

Contractor shall possess a valid Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of Contractor to possess the correct necessary licenses to apply the effective product.

9. Replacement of Plant Material

Dead plant material must be reported to the City within 48 hours. The plant must be removed and replaced within seven days after City's approval of the work. Contractor shall replace, at Contractor's sole cost, any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Any plant damaged or lost by conditions or circumstances beyond Contractor's control shall be replaced at City expense by Contractor after approval by the City.

In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

10. Fertilization

All planted areas shall receive two applications of fertilizer per year. Turf areas shall receive four applications of fertilizer per year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

Contractor shall notify the City with a written schedule one week prior to the date of the application. The fertilizer shall be a complete fertilizer with micronutrients, evenly broadcast at the rate recommended on the manufacturer's label.

11. Inspection by the City

The City shall conduct regularly scheduled inspections. Reports depicting any and all deficiencies will be shared with Contractor as they arise. Monthly meetings will be scheduled between the City and Contractor to discuss the overall landscape condition, including, but not limited to: plant vigor, watering schedules, presence of weeds, litter and debris, pesticide use and program, and mowing schedules. Contractor shall correct discrepancies and deficiencies within seven days of the date of notice by the City. Maintenance services performed by Contractor shall be performed to the satisfaction of the Public Works Director or their designee.

12. Failure to Perform Satisfactorily

The City may deduct from Contractor's monthly payment for instances where Contractor has failed to meet the work schedule or provide the required services. The City will contact Contractor by email or letter stating there has been a violation in the contracted work schedule and/or a failure to meet maintenance standards. The City will give Contractor three days to make the correction unless additional time is approved by the City. Failure to make the correction may result in a deduction in payment equal to the cost of the City making the corrections through the use of City labor or a third-party contractor. If correction costs exceed the contract payment, the City may bill Contractor for costs incurred in making corrections. Subsequent violations may result in the City terminating this Fourth Amendment. The City will notify Contractor prior to any deductions to allow for explanations.

13. Emergency Calls

Contractor shall maintain the capability to receive and immediately respond to calls of an emergency nature during normal working hours and outside normal working hours. Calls of an emergency nature received by the City's Public Works Director or their designee shall be referred to Contractor for immediate disposition.

14. Personnel, Training, and License Requirements

All times while providing services under this Fourth Amendment, Contractor must have a valid and current:

- C-27 license at all times while providing services under this Fourth Amendment; and
- Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.

Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this Fourth Amendment during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. Contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker. The City shall require Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City. Contractor shall have competent supervisors, and foremen, who may be working

supervisors, who are capable of discussing in English matters pertaining to this Fourth Amendment. Adequate and competent supervision shall be provided for all work done by Contractor's employees to ensure accomplishment of high-quality work, which is acceptable to the City.

15. Vandalism and Theft

Contractor will be responsible for repairing and/or replacing irrigation equipment and plant materials that are damaged by vandalism, theft, or circumstances beyond the control of Contractor. The damaged material shall be inspected in place by the Public Works Director or their designee to verify the circumstances of the damage. The City will reimburse Contractor upon receipt of an approved invoice from Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items plus 15% for Contractor's cost of handling.

D. Scheduling

Inquires relating to this Fourth Amendment, including scheduling and coordination, Contractor may be directed to Jerry Dunaway at 760-839-4253 or jdunaway@escondido.org.

Work shall be performed between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions or other services provided under this Fourth Amendment shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature with the prior approval of the Director of Public Works or their designee.

E. Contract Price and Payment Terms

Pursuant to this Fourth Amendment, the City will compensate Contractor an additional amount not to exceed the sum of **\$238,003.92**. Pursuant to this Fourth Amendment, the combined total contract price the Public Services Agreement dated June 26, 2018 (\$476,007.84), First Amendment dated July 2, 2018 (\$0), Second Amendment dated July 23, 2020 (\$238,003.92), Third Amendment dated June 9, 2021 (\$238,003.92), and this Fourth Amendment (\$238,003.92) shall be \$1,190,019.60.

Contractor shall be paid monthly for work performed satisfactorily under this Fourth Amendment. At the completion of each month, Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.

F. Term

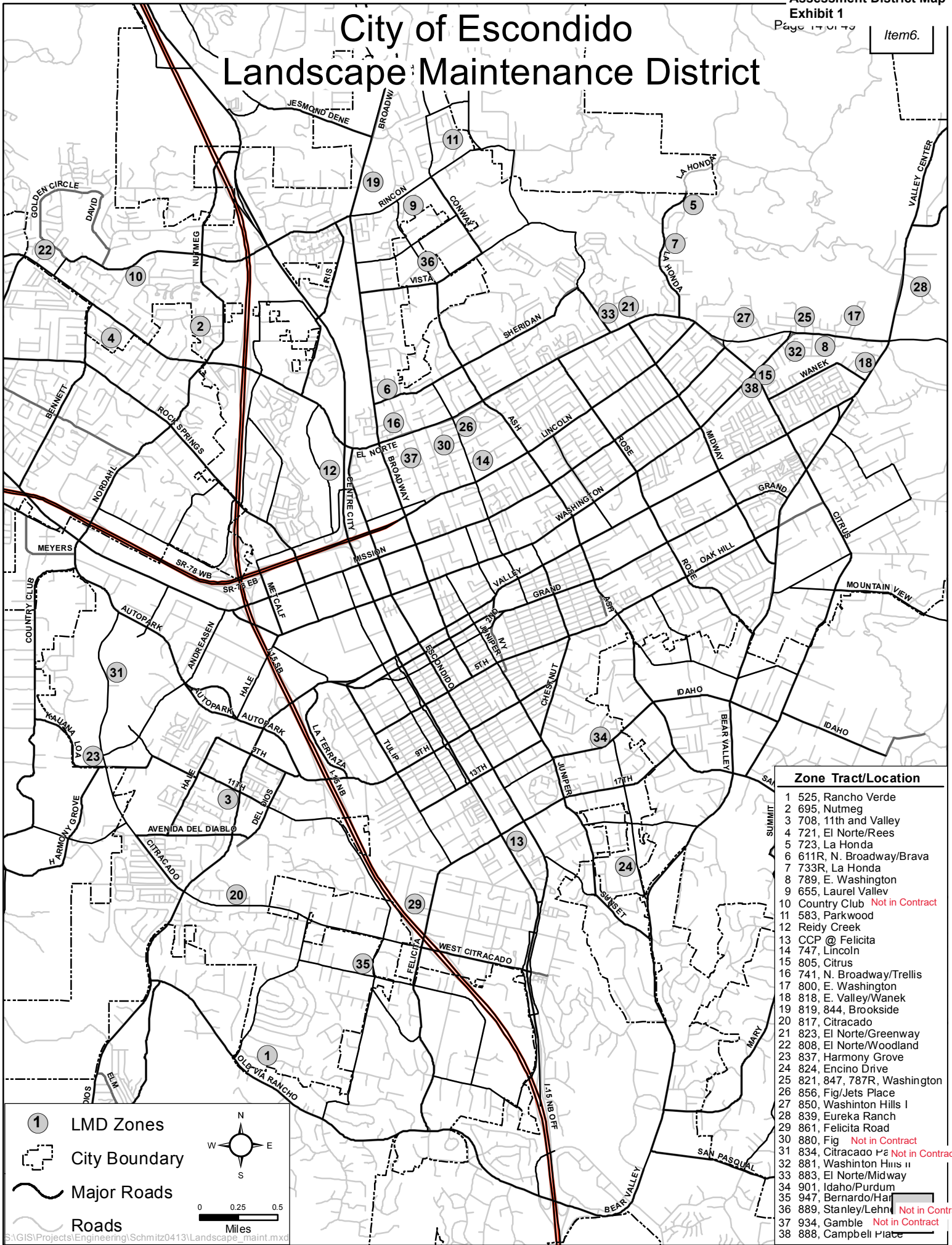
The term of this Fourth Amendment shall be from the Effective Date through **June 30, 2023**. Services under this Fourth Amendment shall commence on **July 1, 2022**.

G. Traffic Control

Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

City of Escondido Landscape Maintenance District

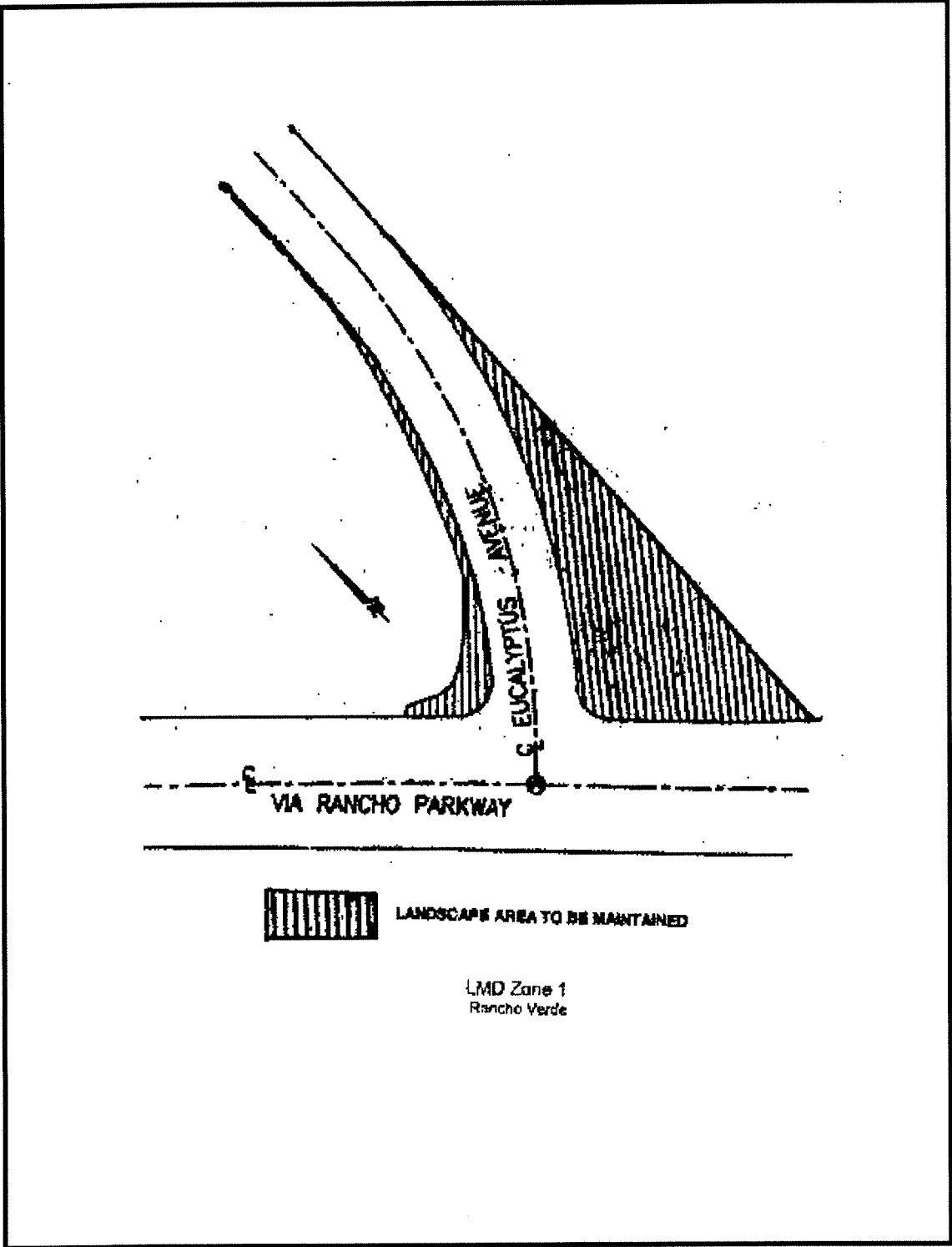
Item 6.



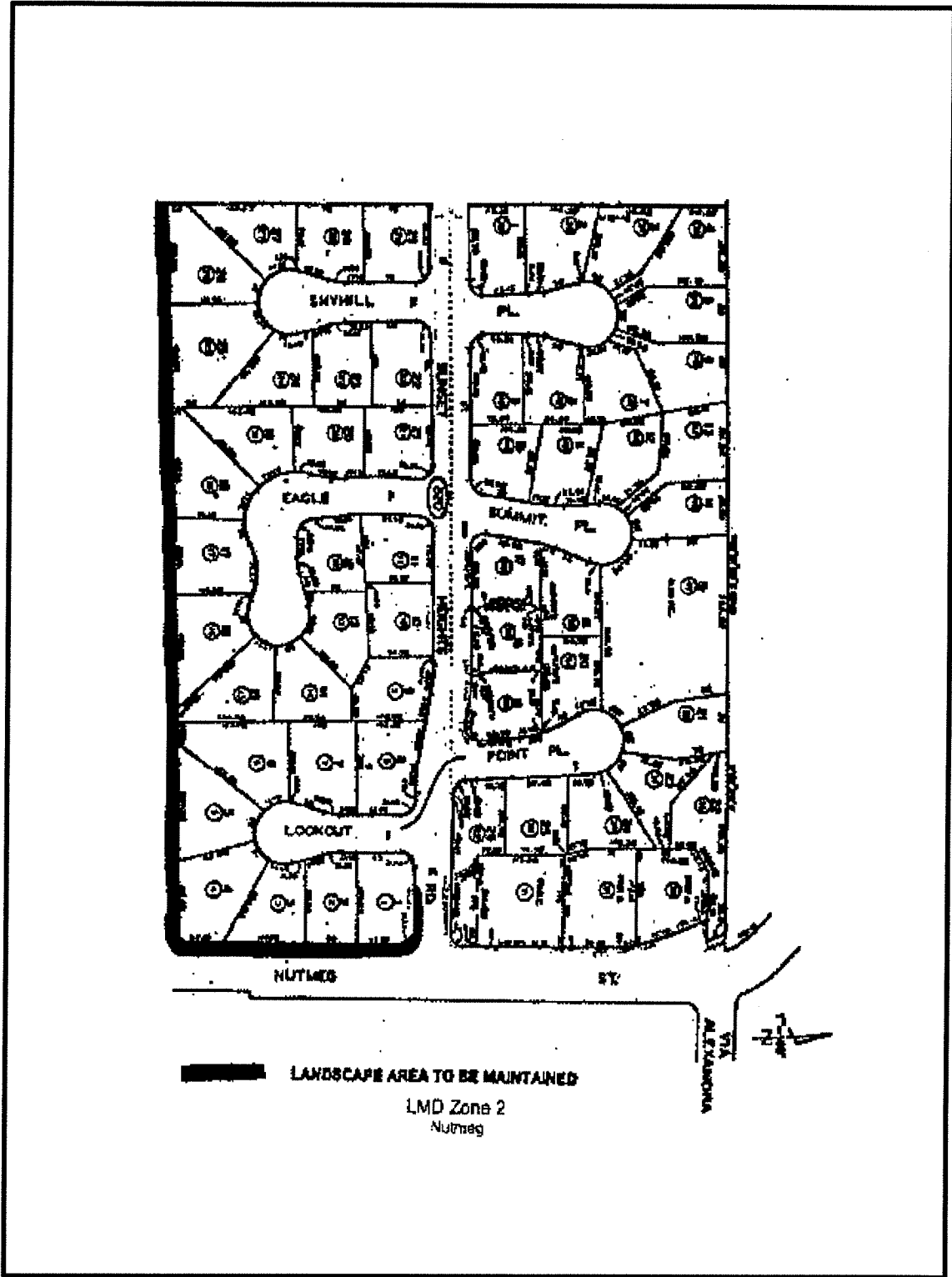
Zone Tract/Location

- 1 525, Rancho Verde
- 2 695, Nutmeg
- 3 708, 11th and Valley
- 4 721, El Norte/Rees
- 5 723, La Honda
- 6 611R, N. Broadway/Brava
- 7 733R, La Honda
- 8 789, E. Washington
- 9 655, Laurel Valley
- 10 Country Club *Not in Contract*
- 11 583, Parkwood
- 12 Reidy Creek
- 13 CCP @ Felicity
- 14 747, Lincoln
- 15 805, Citrus
- 16 741, N. Broadway/Trellis
- 17 800, E. Washington
- 18 818, E. Valley/Wanek
- 19 819, 844, Brookside
- 20 817, Citracado
- 21 823, El Norte/Greenway
- 22 808, El Norte/Woodland
- 23 837, Harmony Grove
- 24 824, Encino Drive
- 25 821, 847, 787R, Washington
- 26 856, Fig/Jets Place
- 27 850, Washinton Hills I
- 28 839, Eureka Ranch
- 29 861, Felicity Road
- 30 880, Fig *Not in Contract*
- 31 834, Citracado Pk *Not in Contract*
- 32 881, Washinton Hills II
- 33 883, El Norte/Midway
- 34 901, Idaho/Purdum
- 35 947, Bernardo/Har
- 36 889, Stanley/Lehn *Not in Contract*
- 37 934, Gamble *Not in Contract*
- 38 888, Campbell Plate

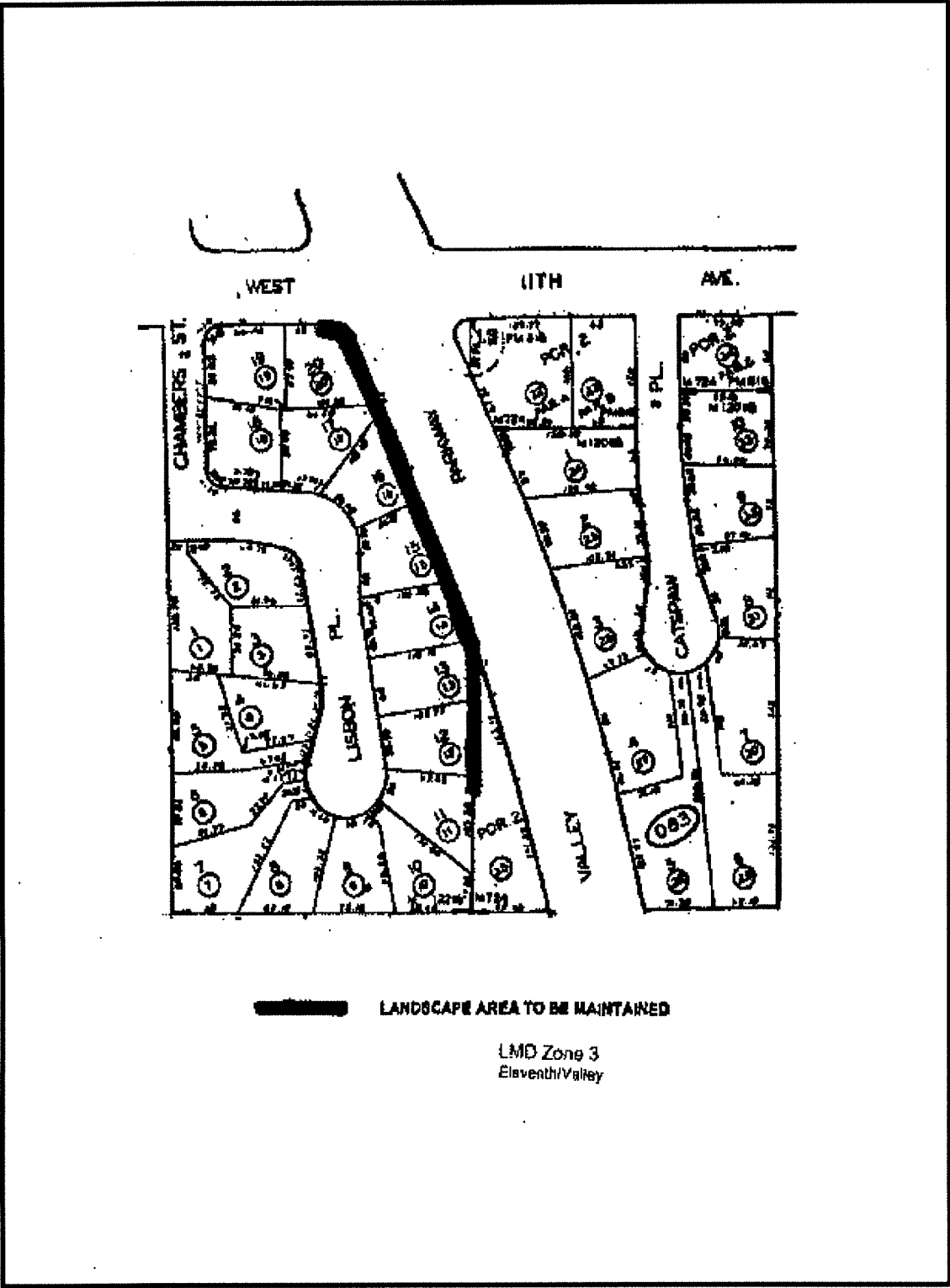
1 LMD Zones
 City Boundary
 Major Roads
 Roads



LMD Zone 1 – Rancho Verde

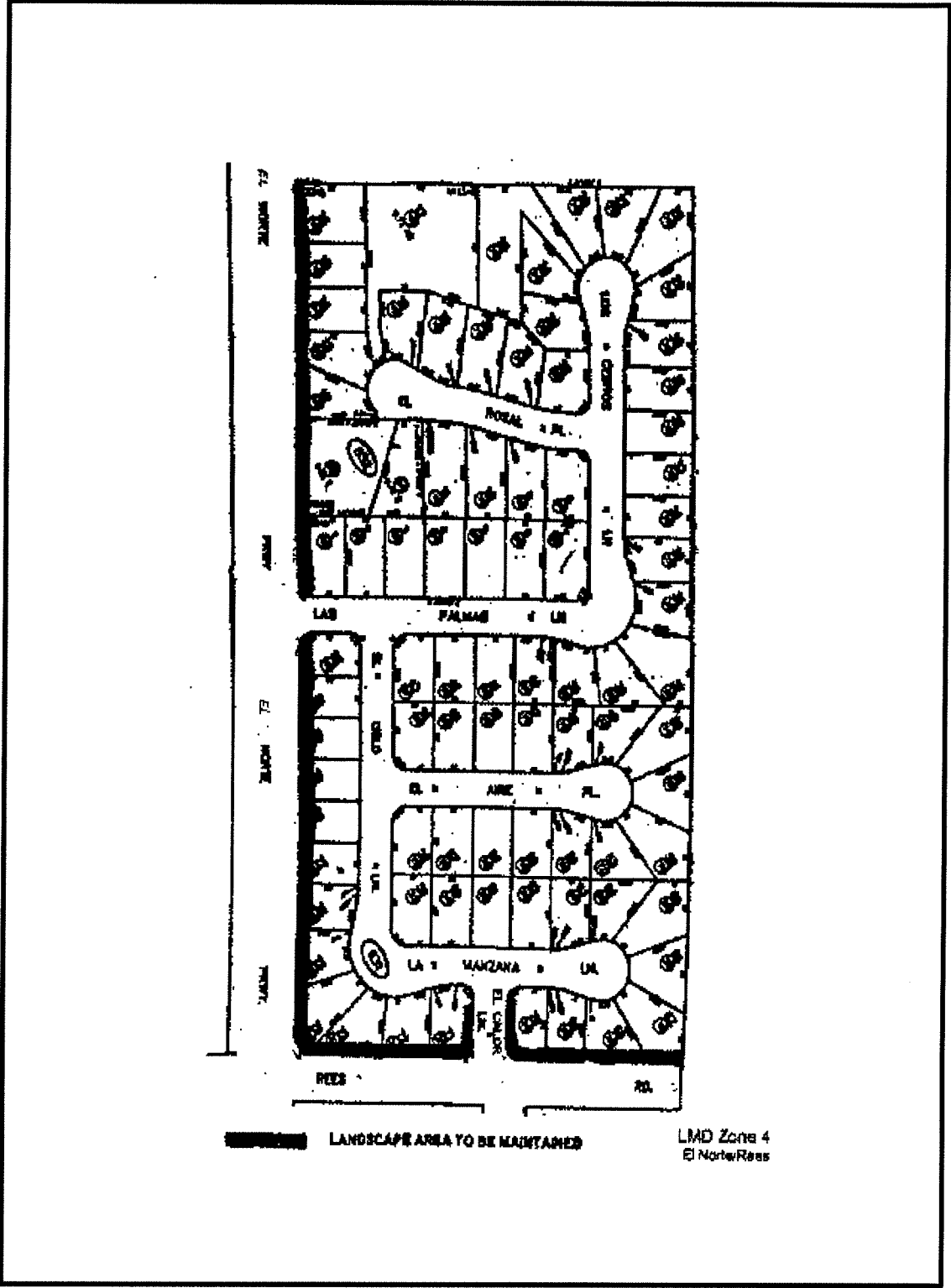


LMD Zone 2 - Nutmeg

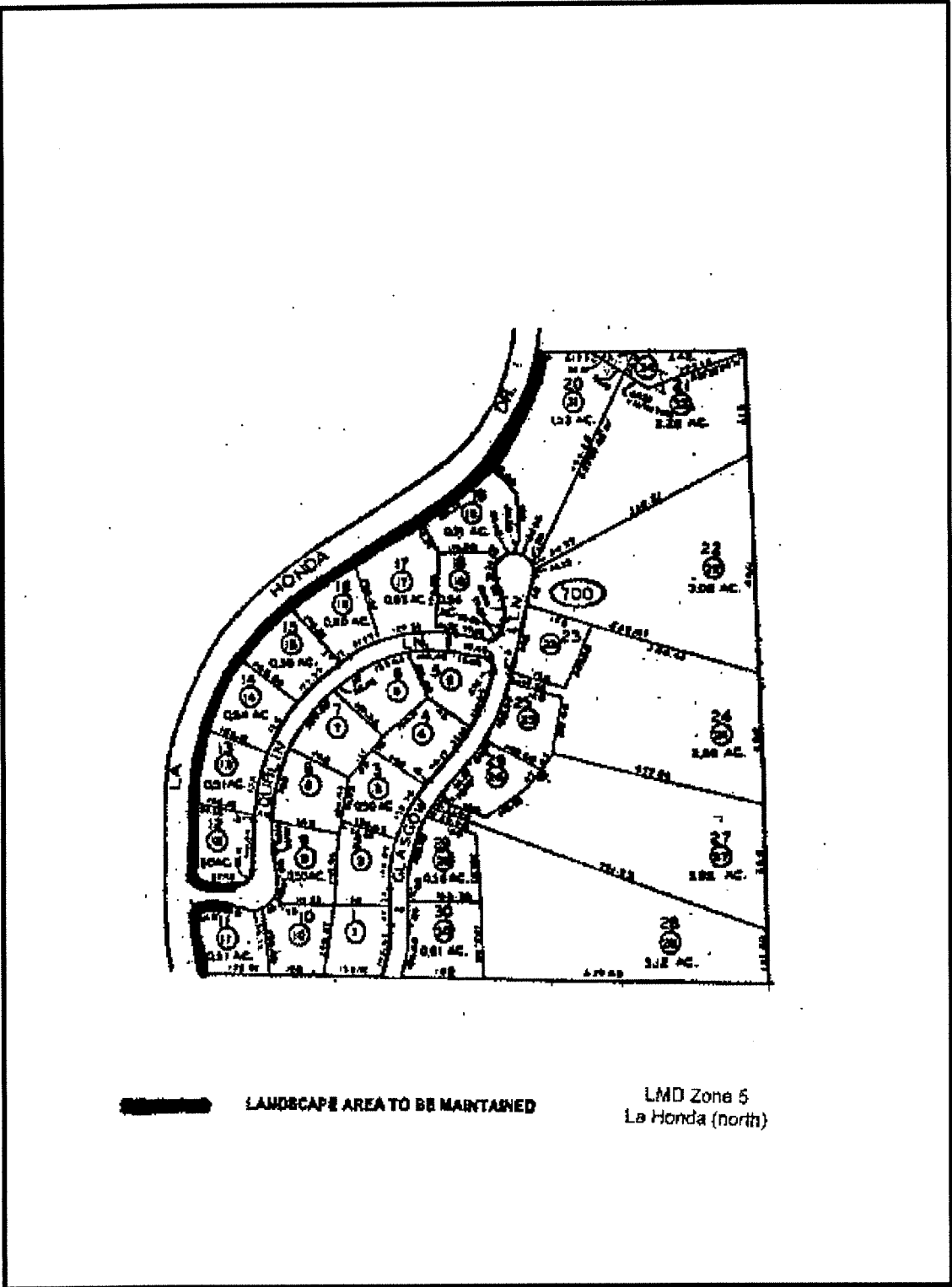


LMD Zone 3 – Eleventh/Valley

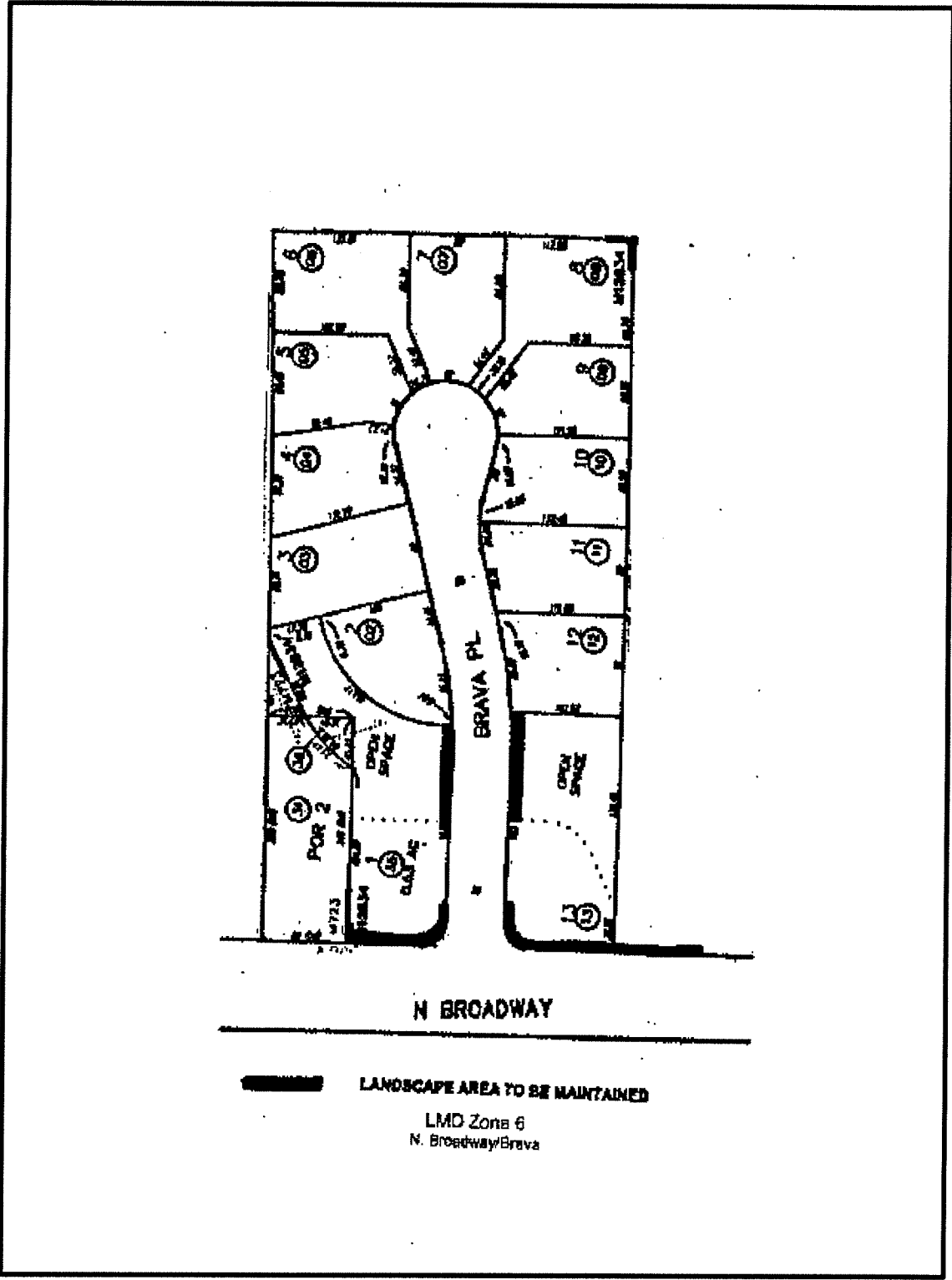
Item 6.



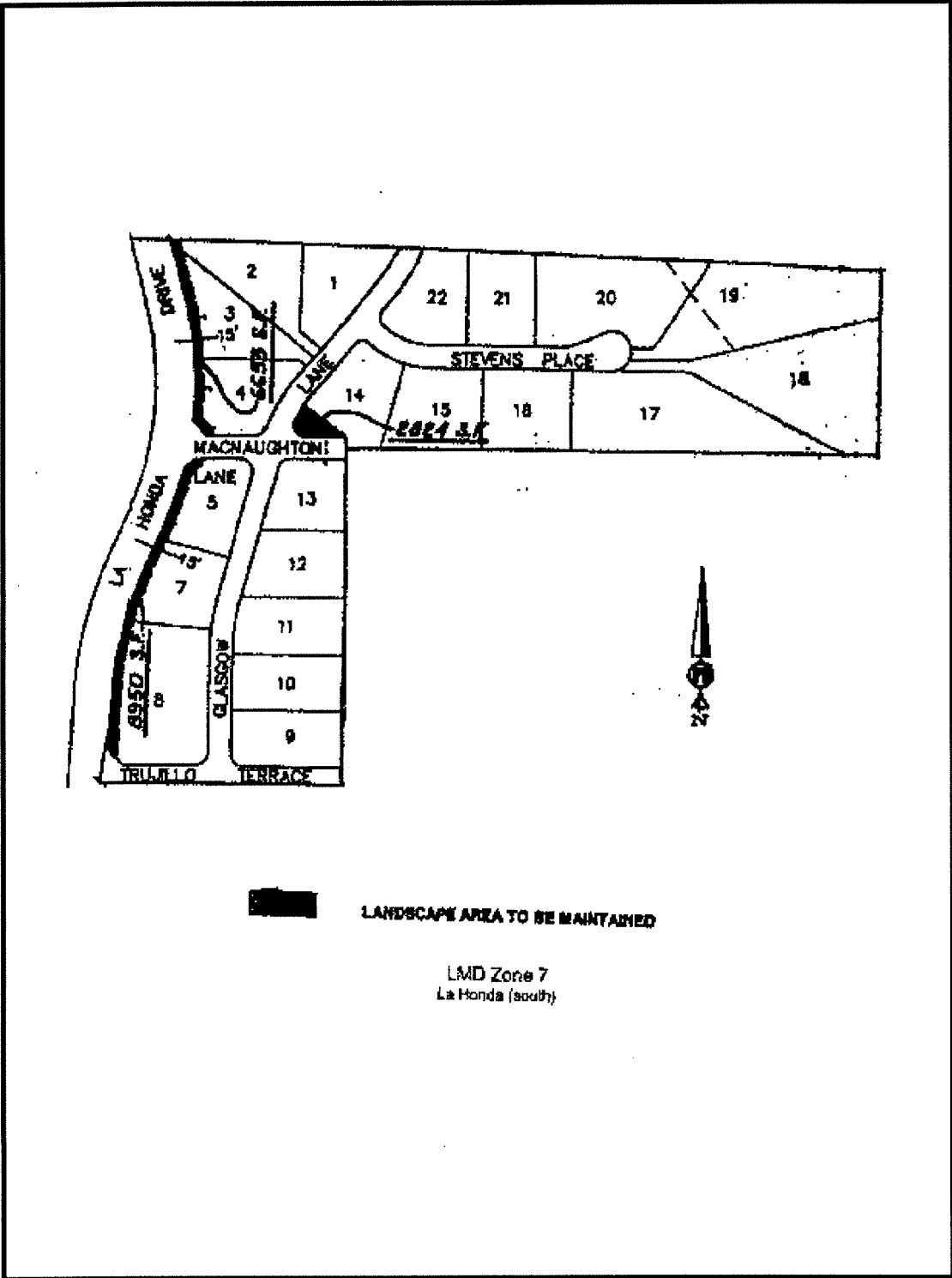
LMD Zone 4 – El Norte/Rees



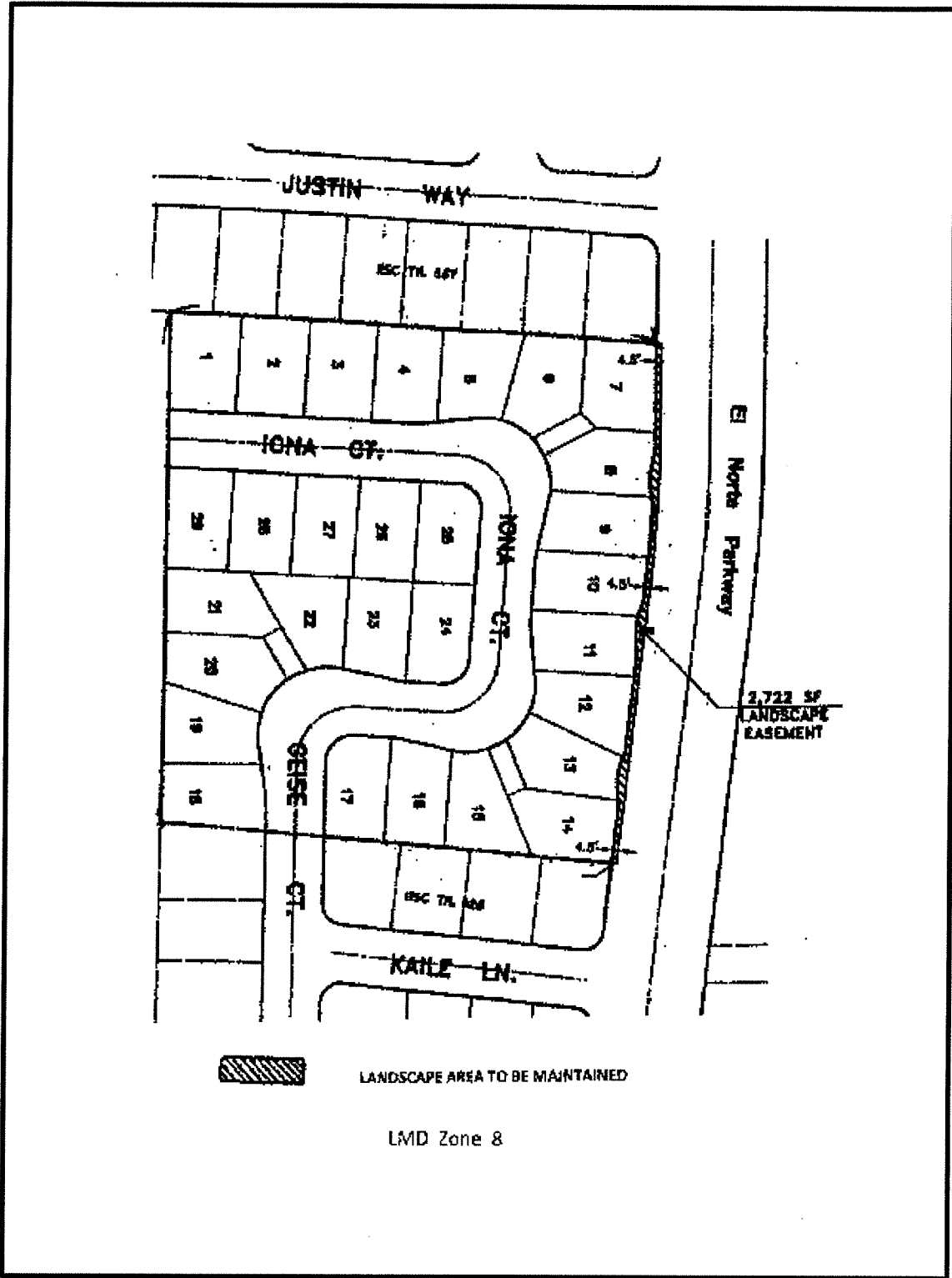
LMD Zone 5 – La Honda (north)



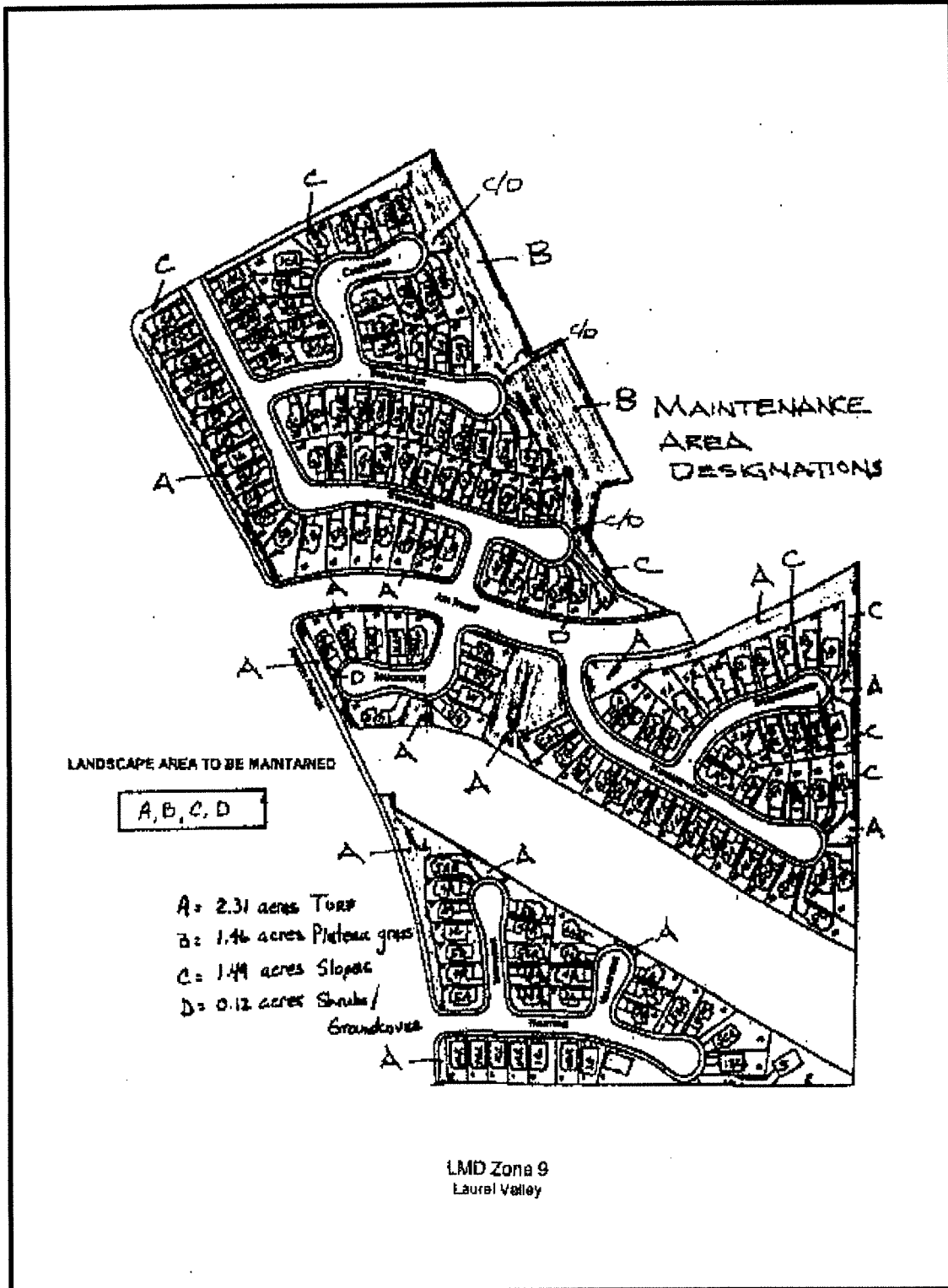
LMD Zone 6 – N. Broadway/Brava



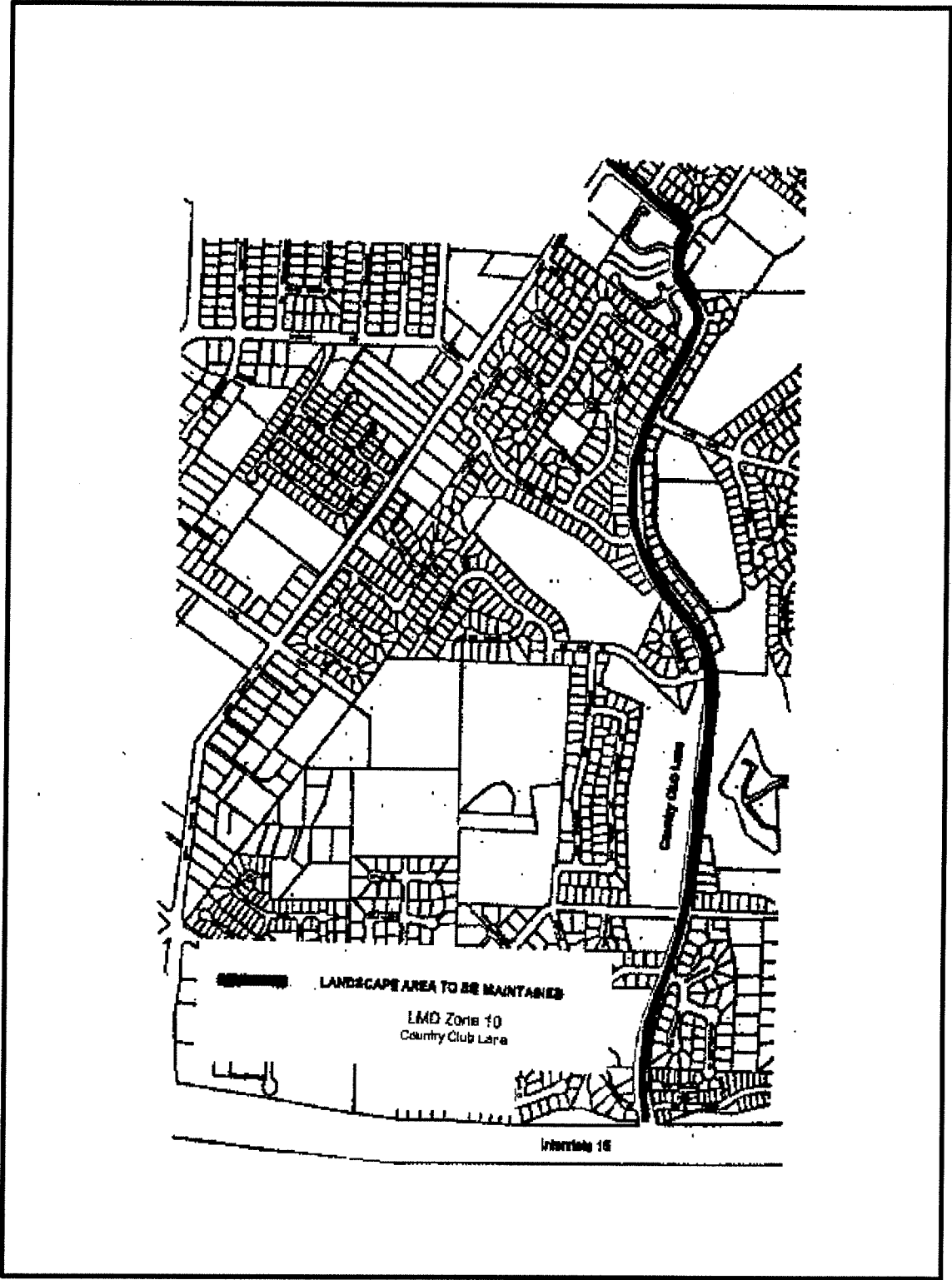
LMD Zone 7 – La Honda (south)



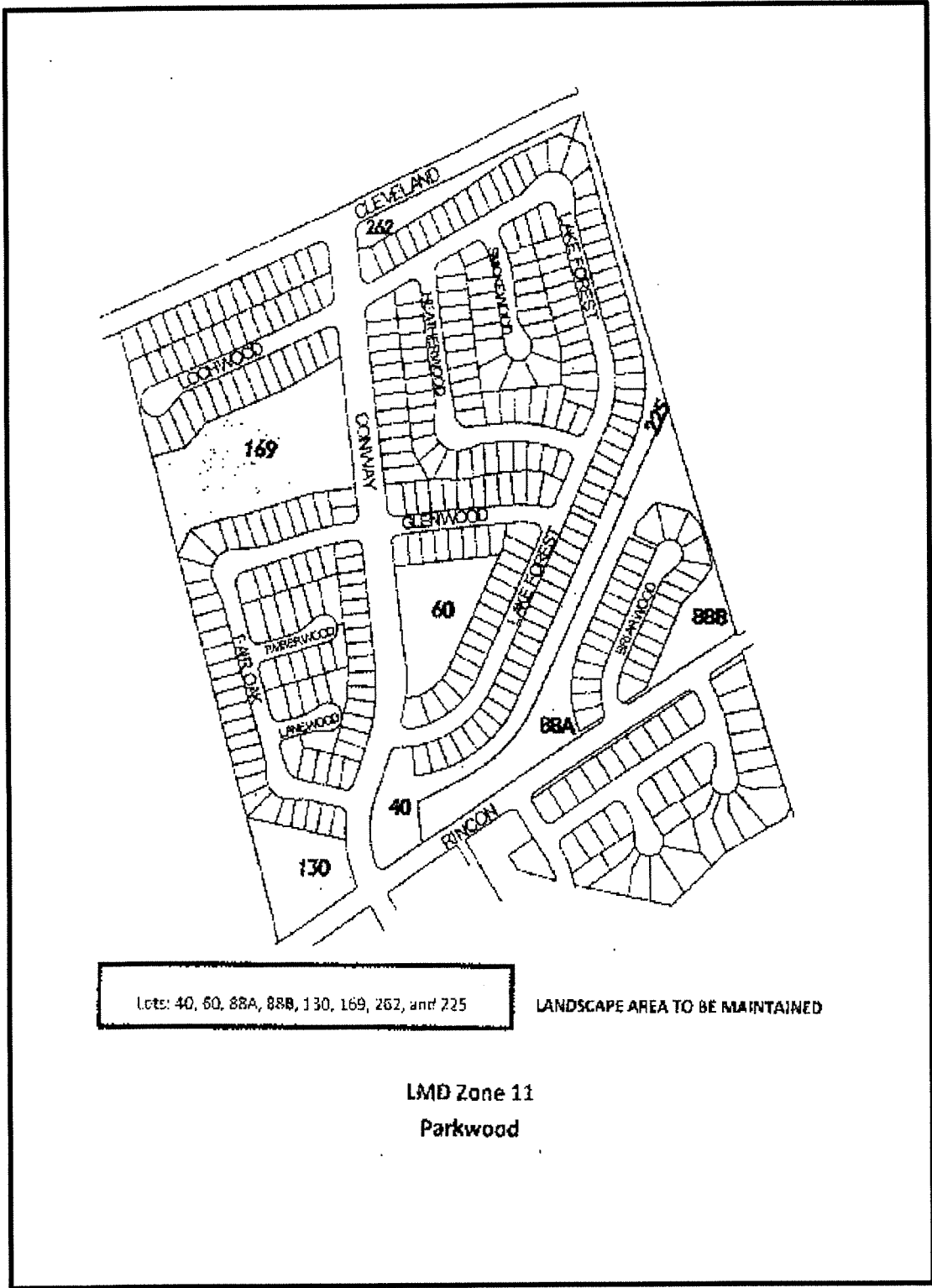
LMD Zone 8 – E. El Norte Parkway



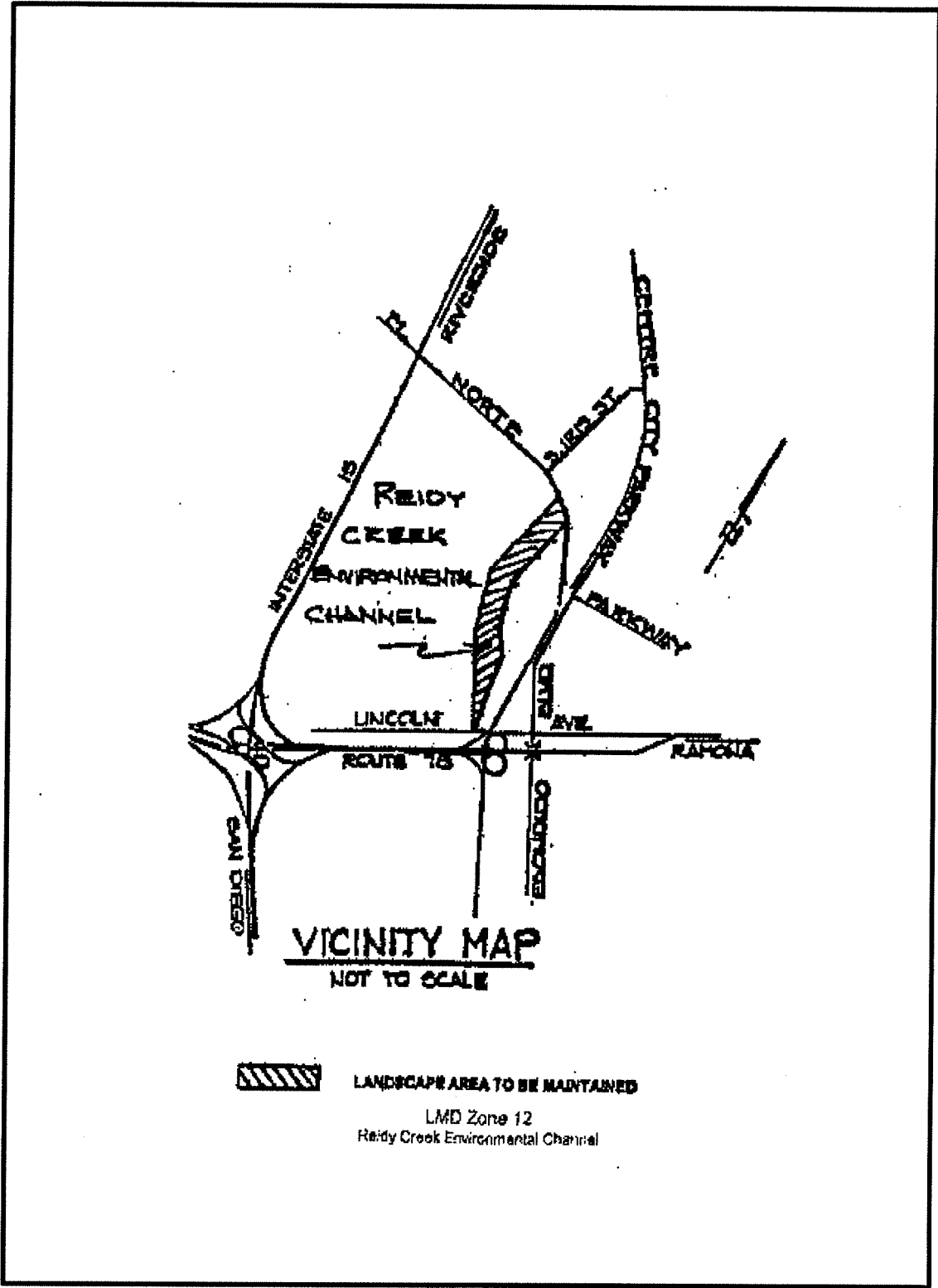
LMD Zone 9 – Laurel Valley



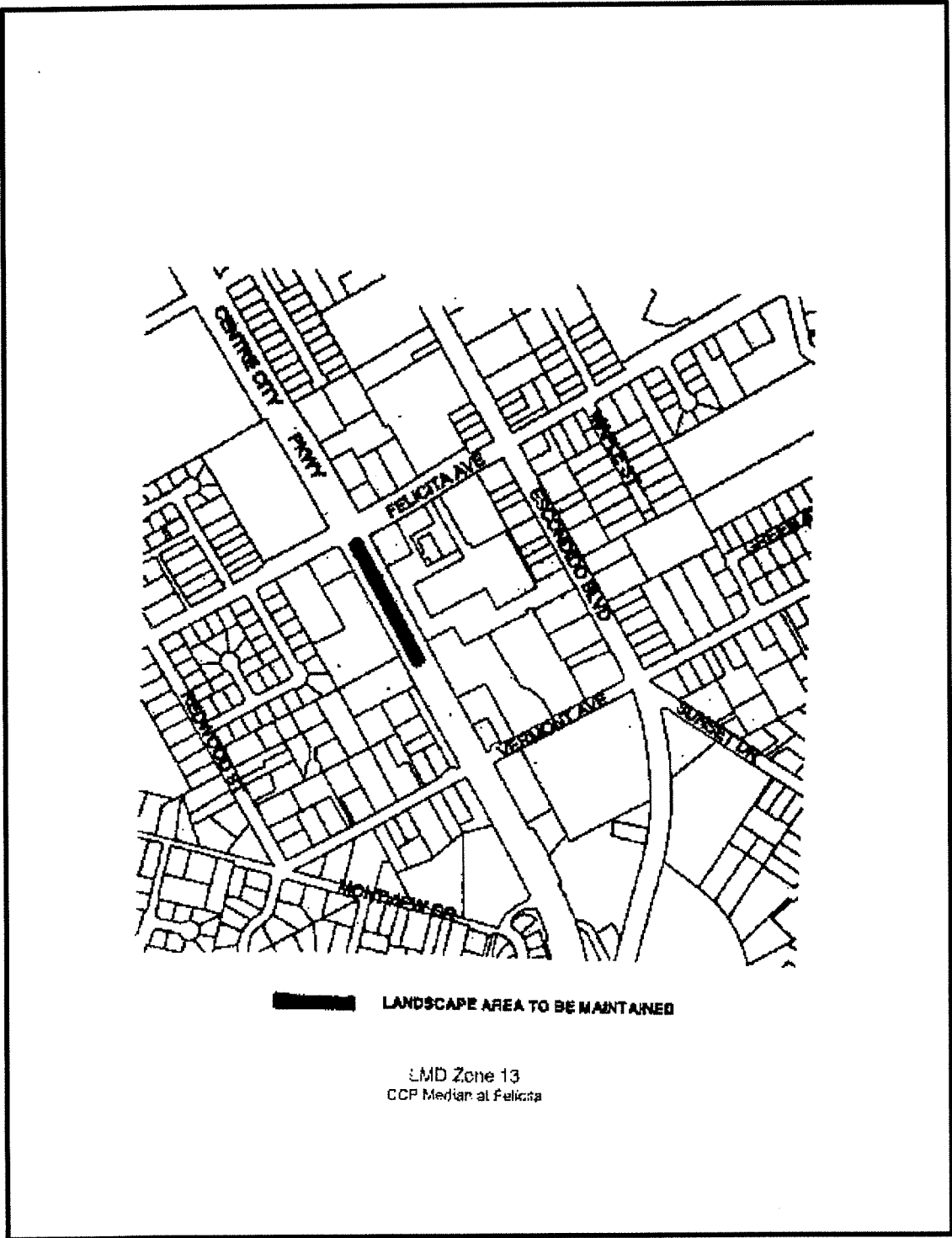
LMD Zone 10 – Country Club Lane



LMD Zone 11 - Parkwood

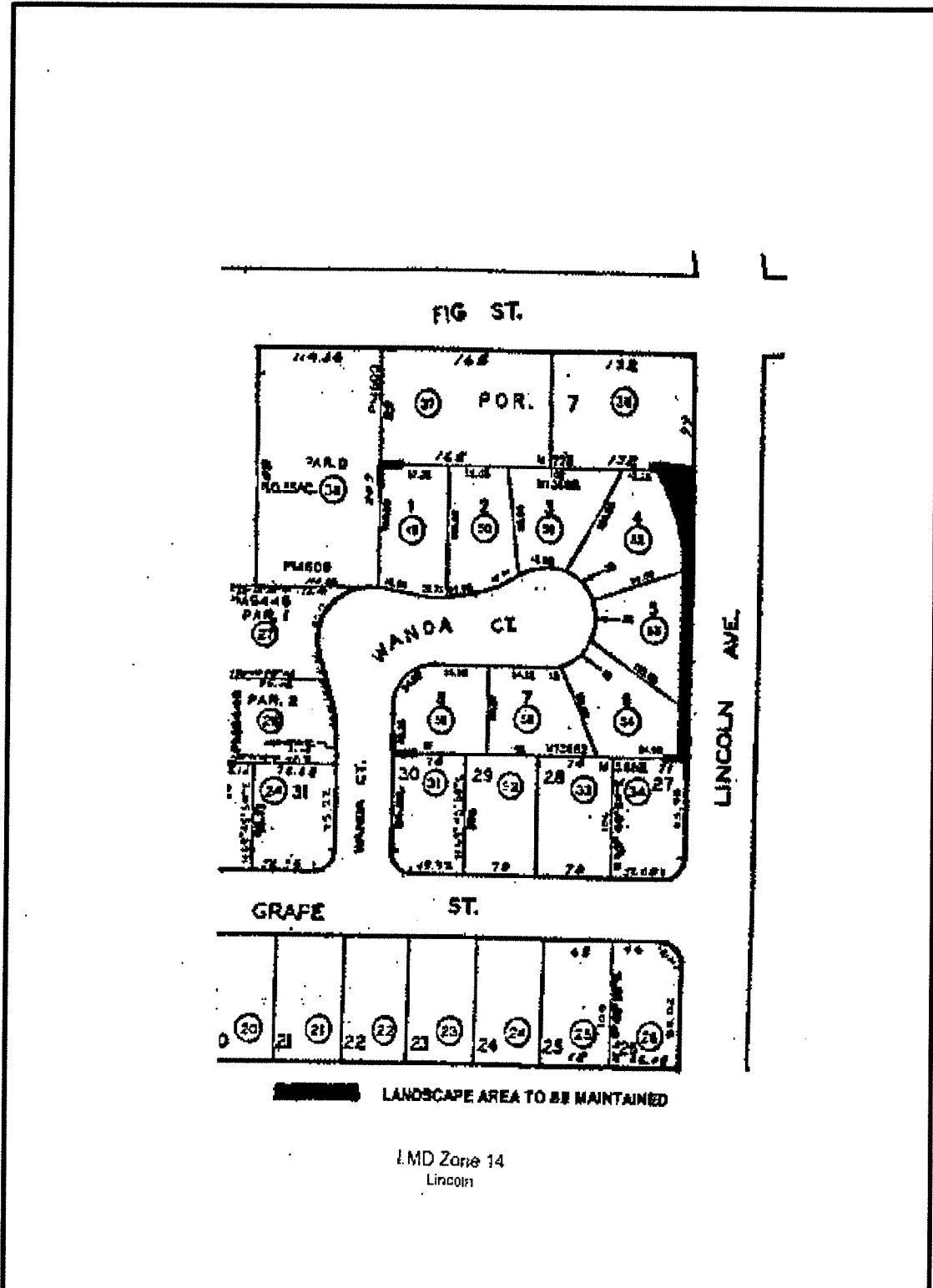


LMD Zone 12 – Reidy Creek Environmental Channel

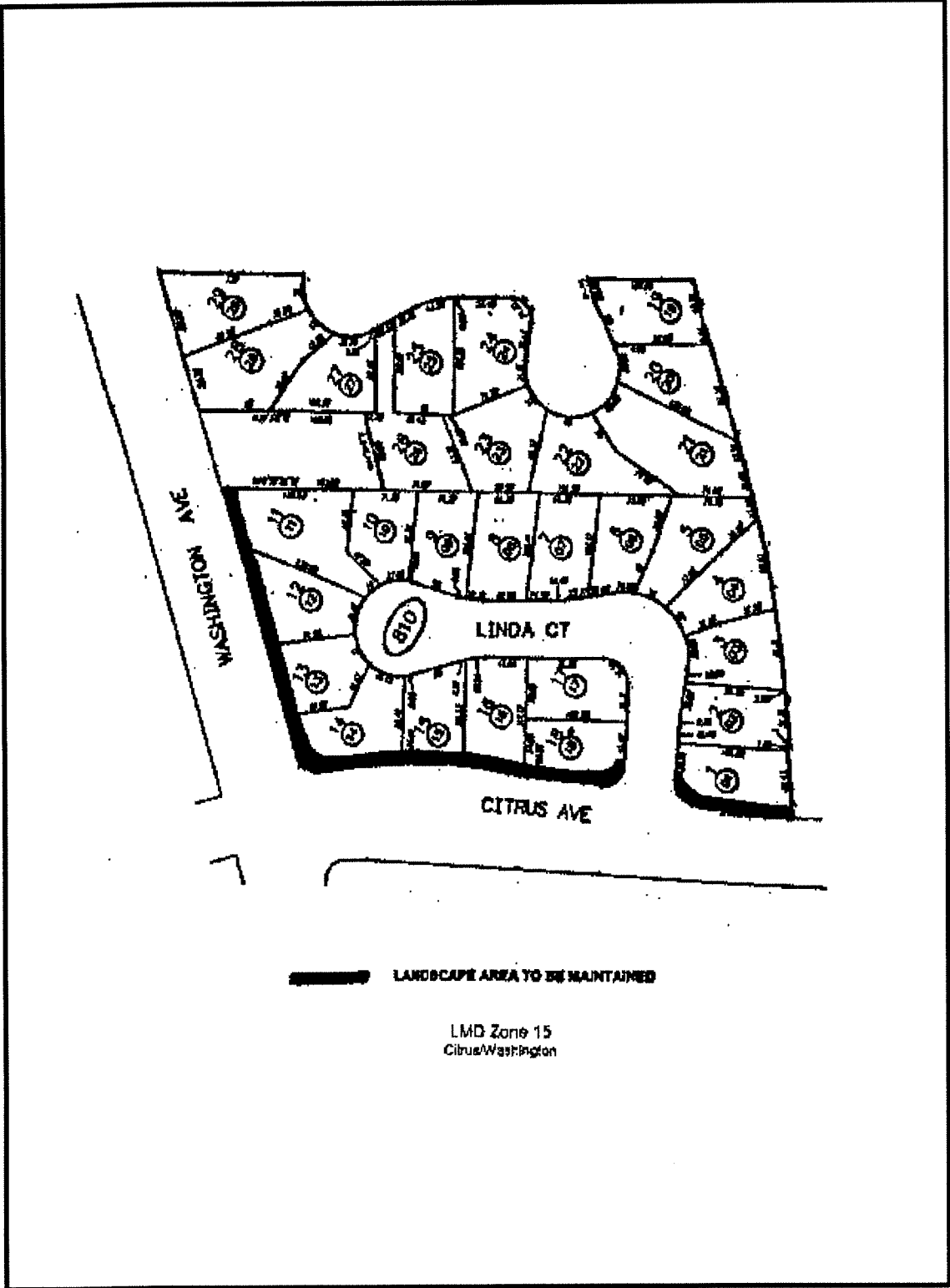


LMD Zone 13 – CCP Median at Felicity

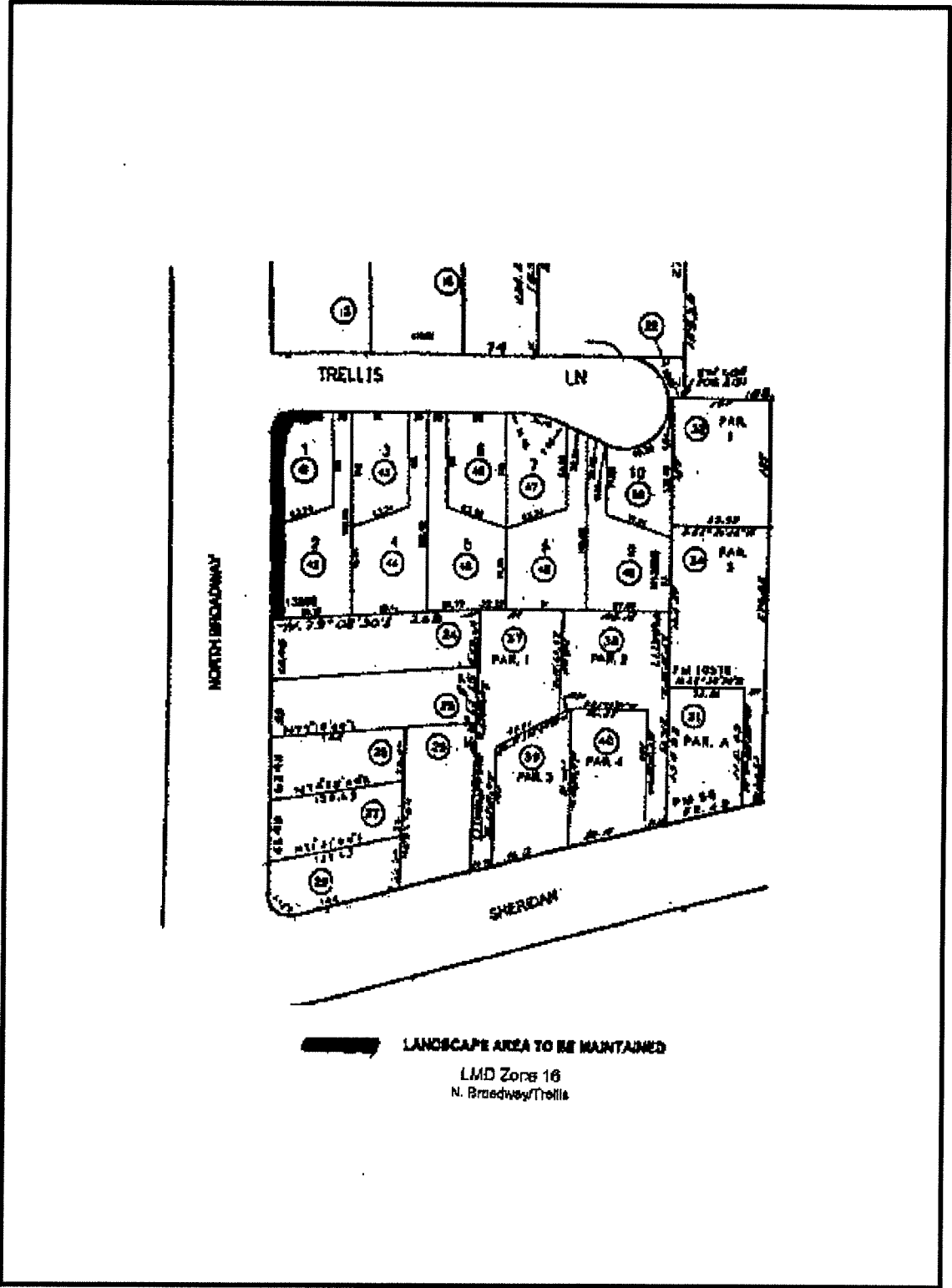
Item 6.



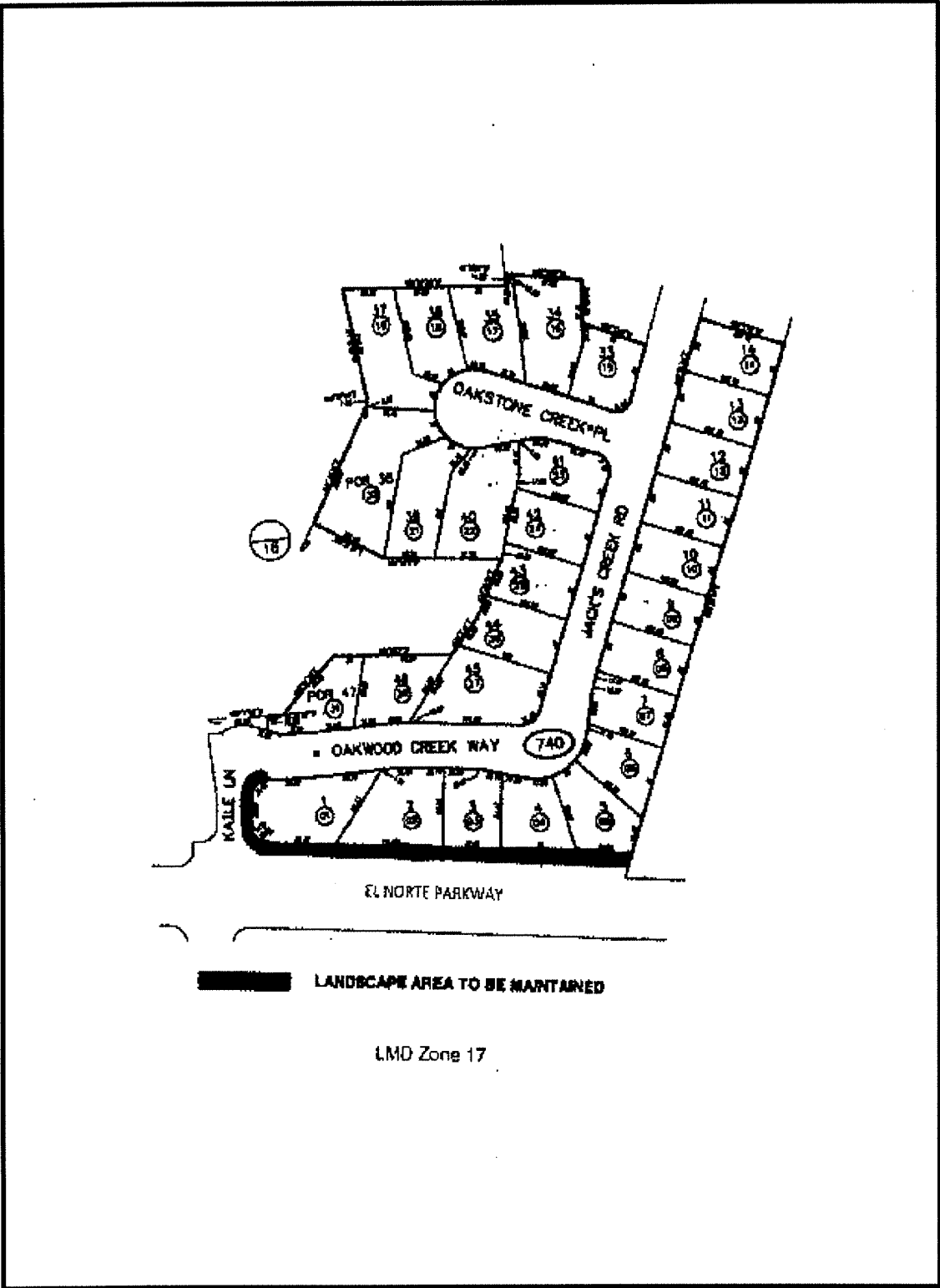
LMD Zone 14 - Lincoln



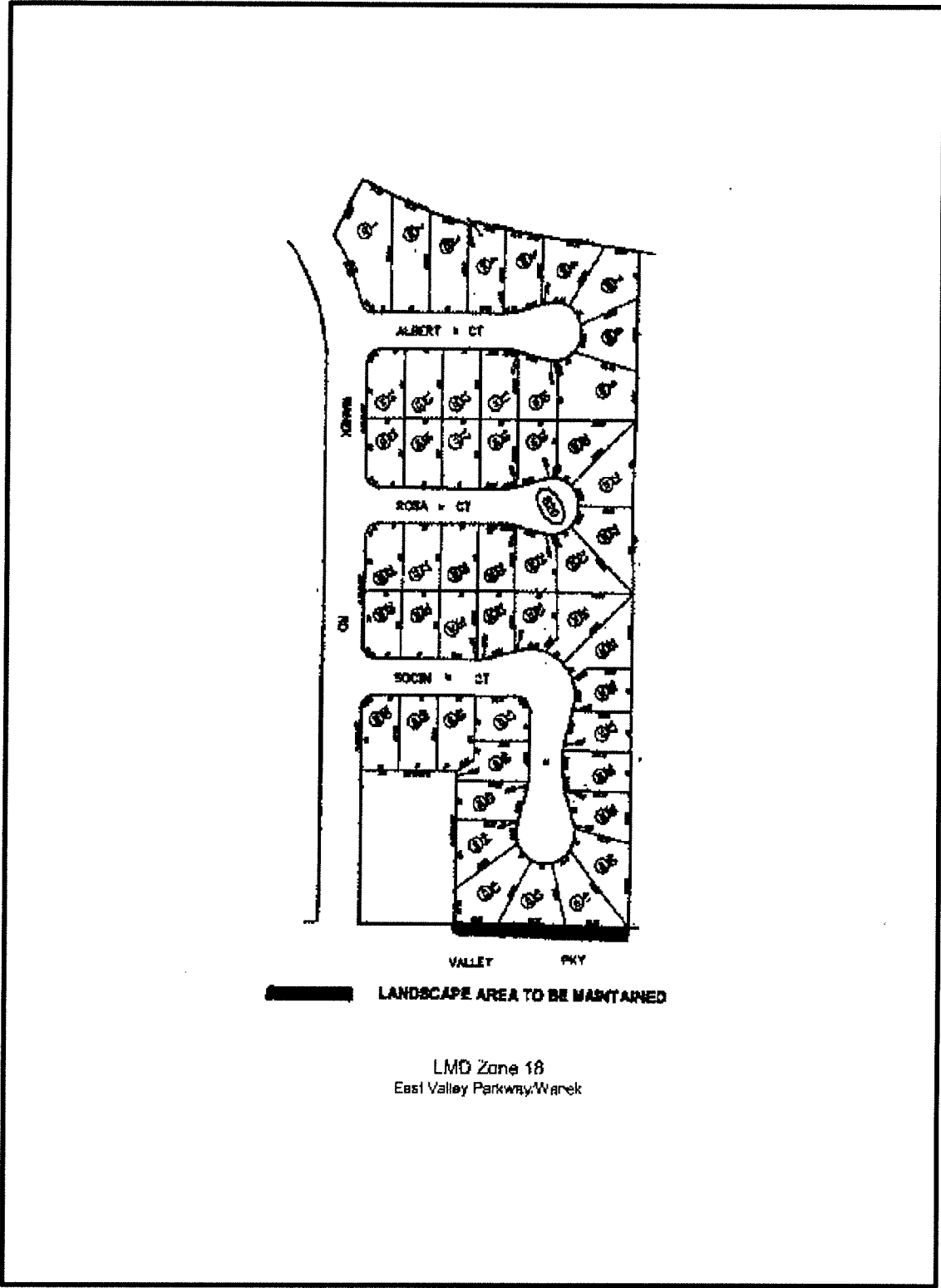
LMD Zone 15 – Citrus/Washington



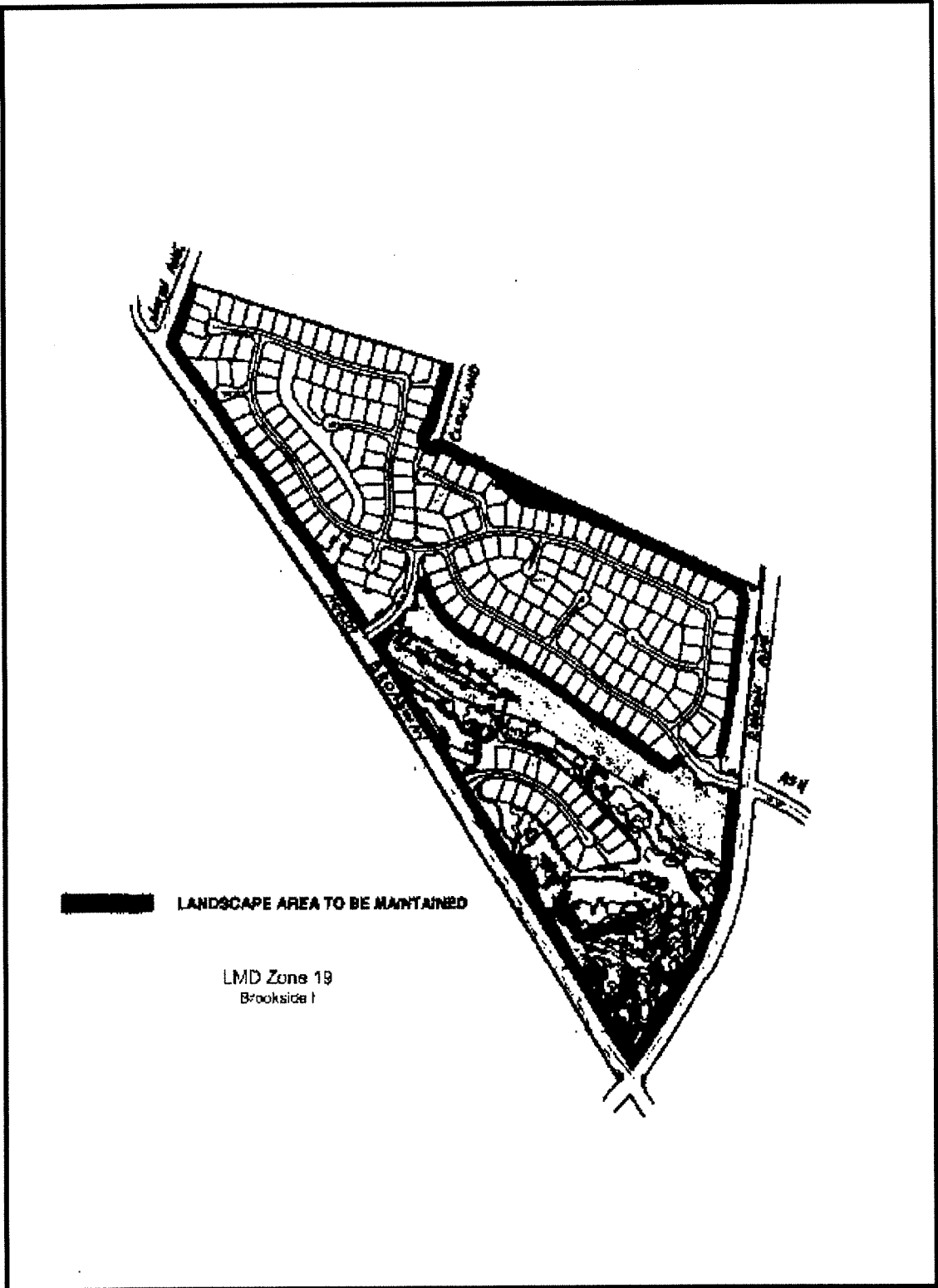
LMD Zone 16 – N. Broadway/Trellis



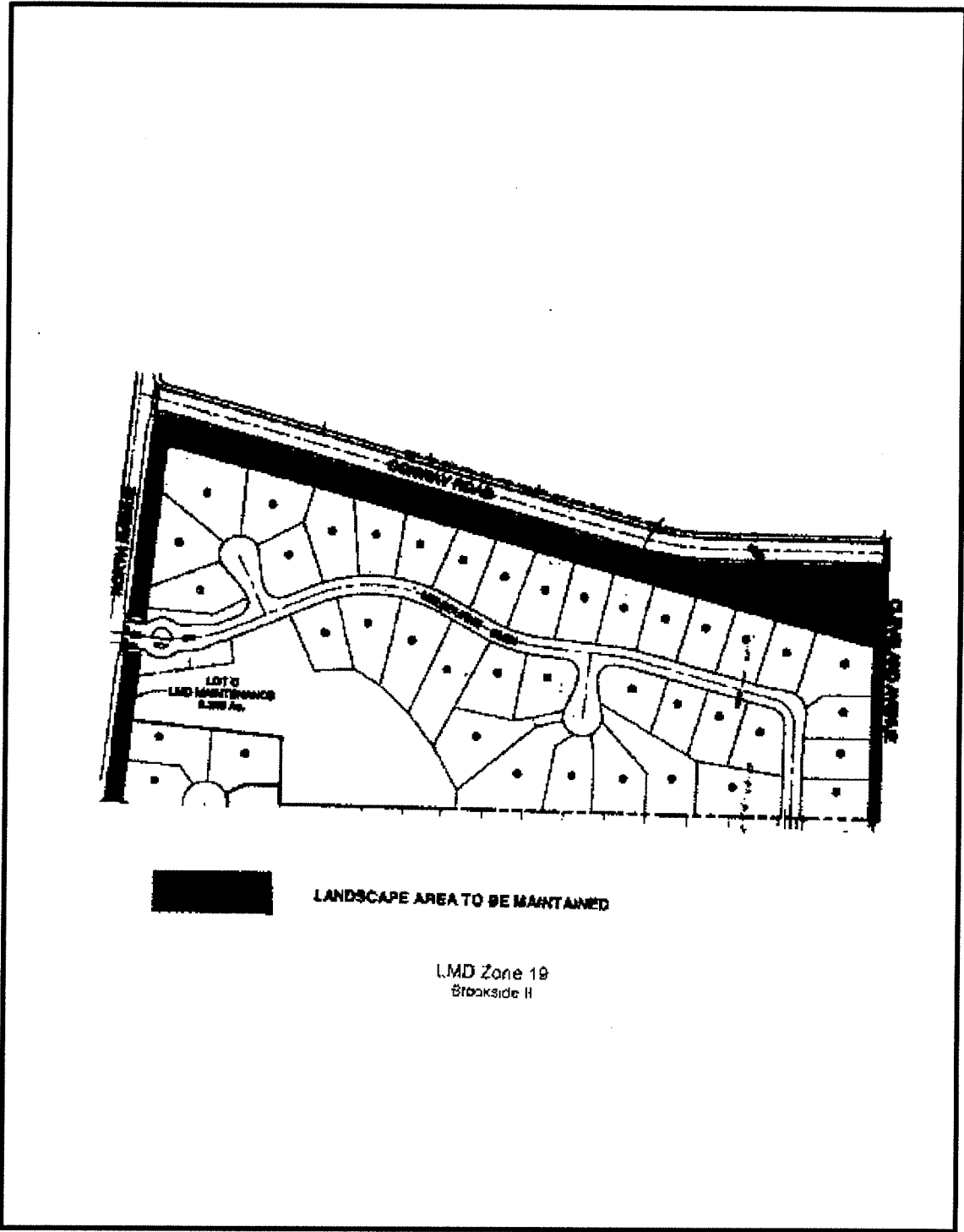
LMD Zone 17 – El Norte/Creekside



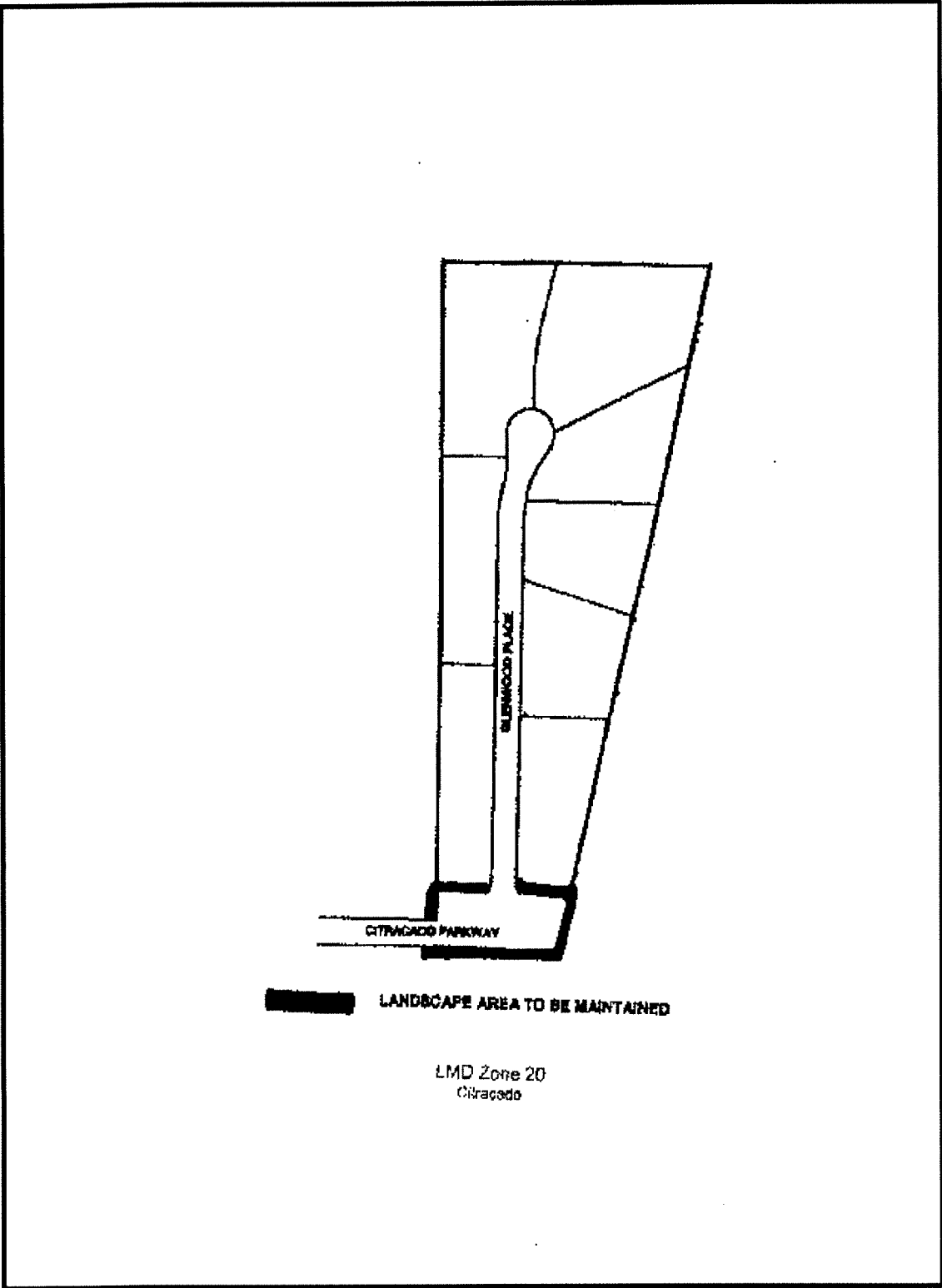
LMD Zone 18 – East Valley/Wanek



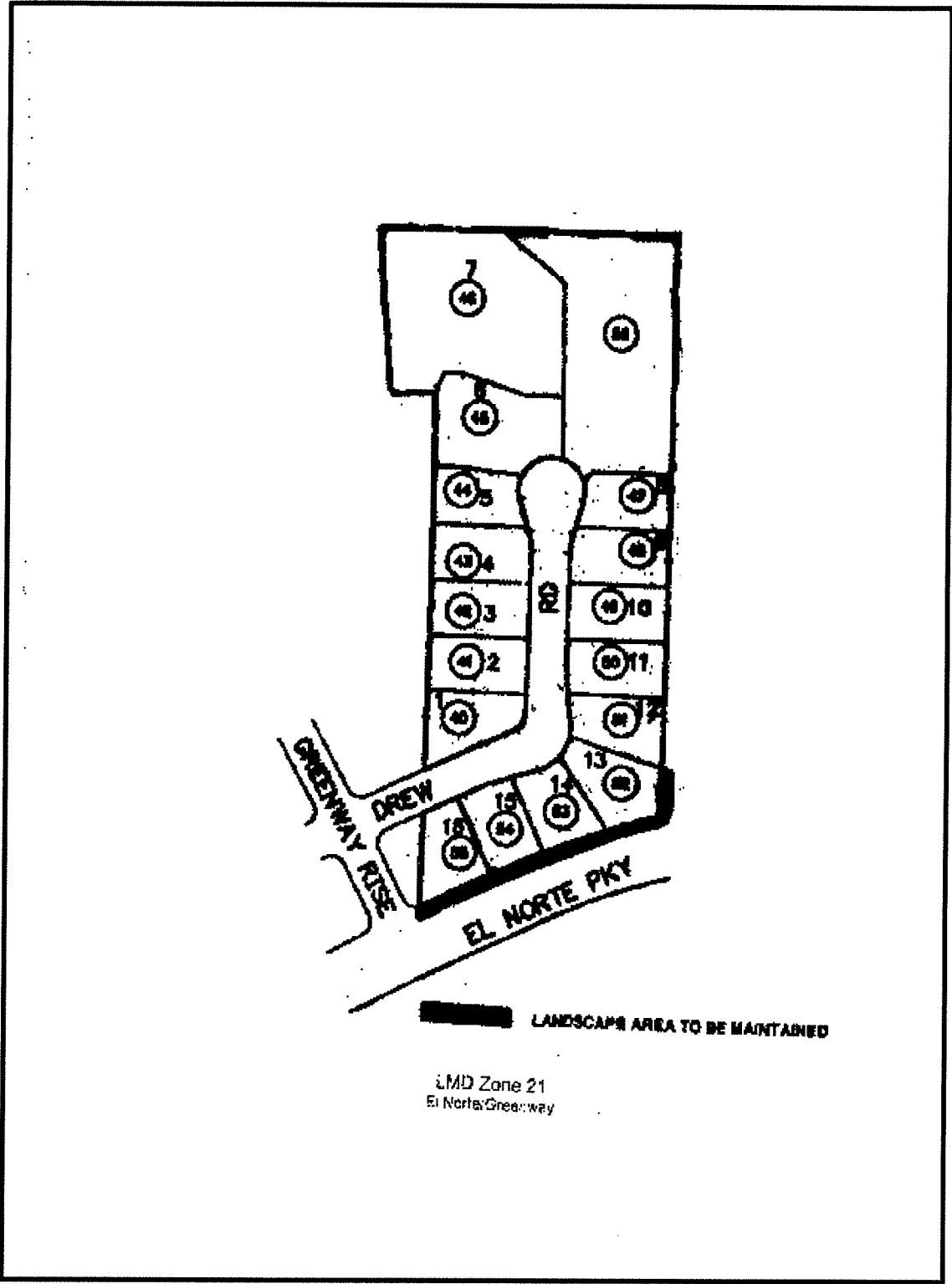
LMD Zone 19 – Brookside I



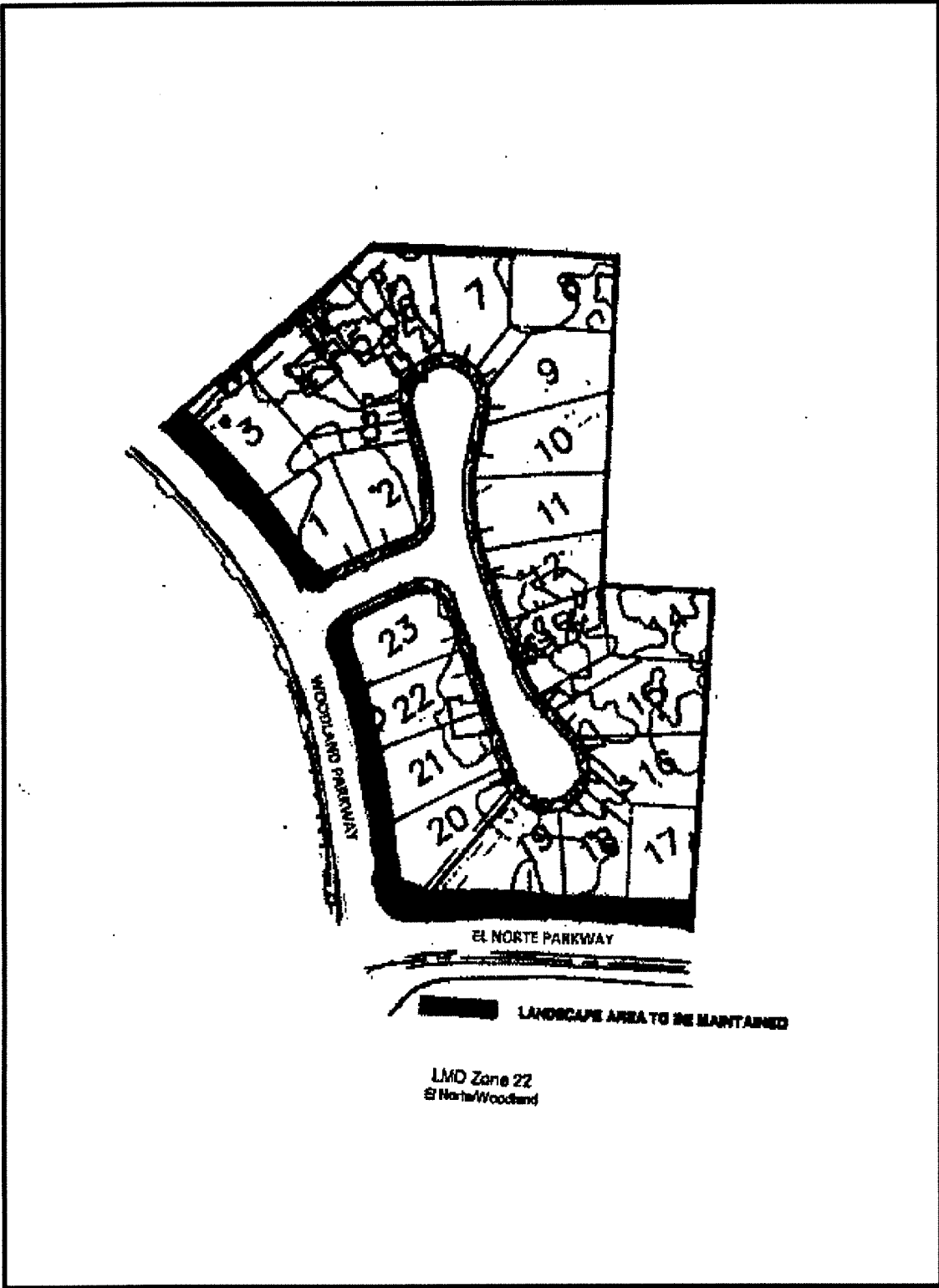
LMD Zone 19 – Brookside II



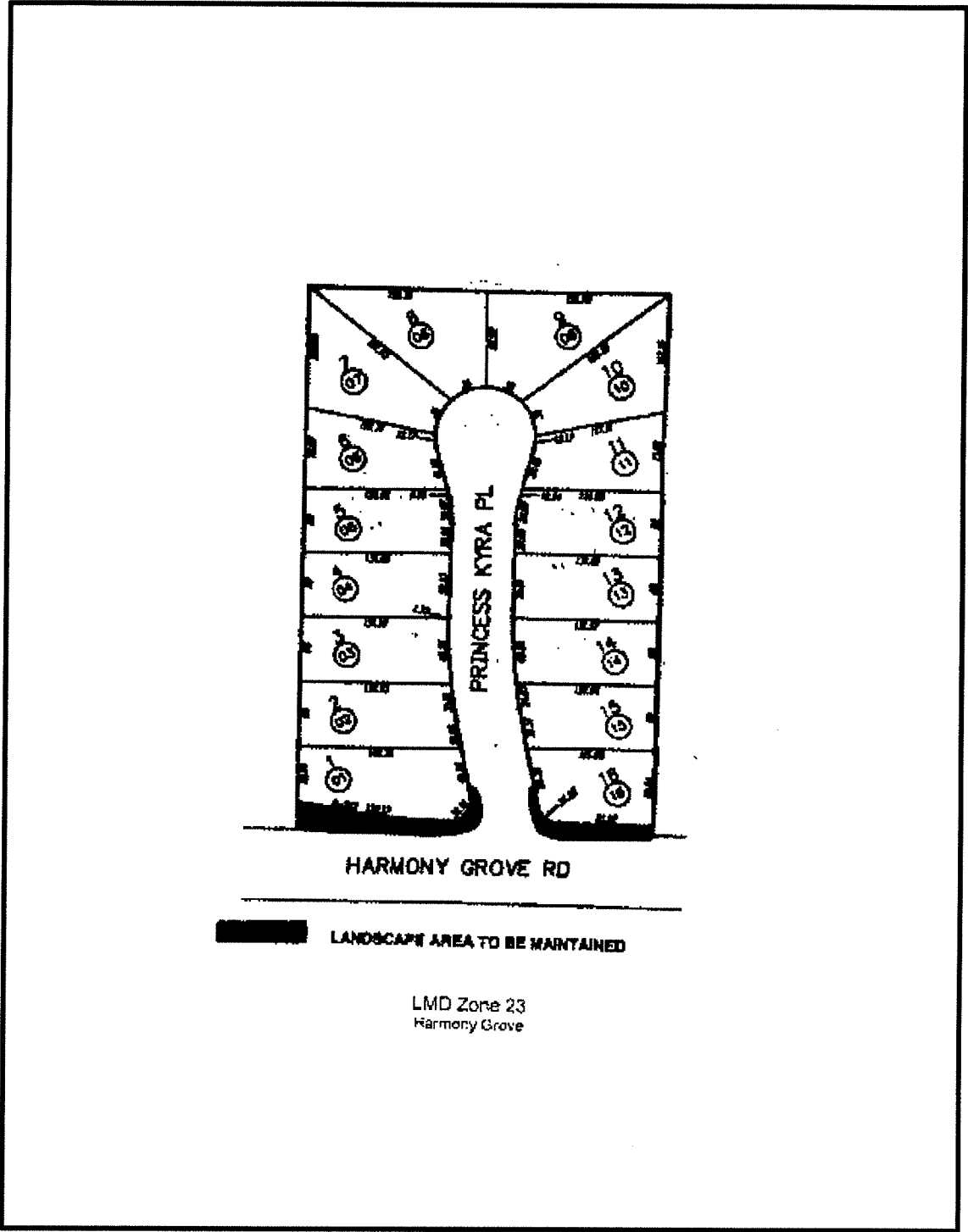
LMD Zone 20 - Citracado



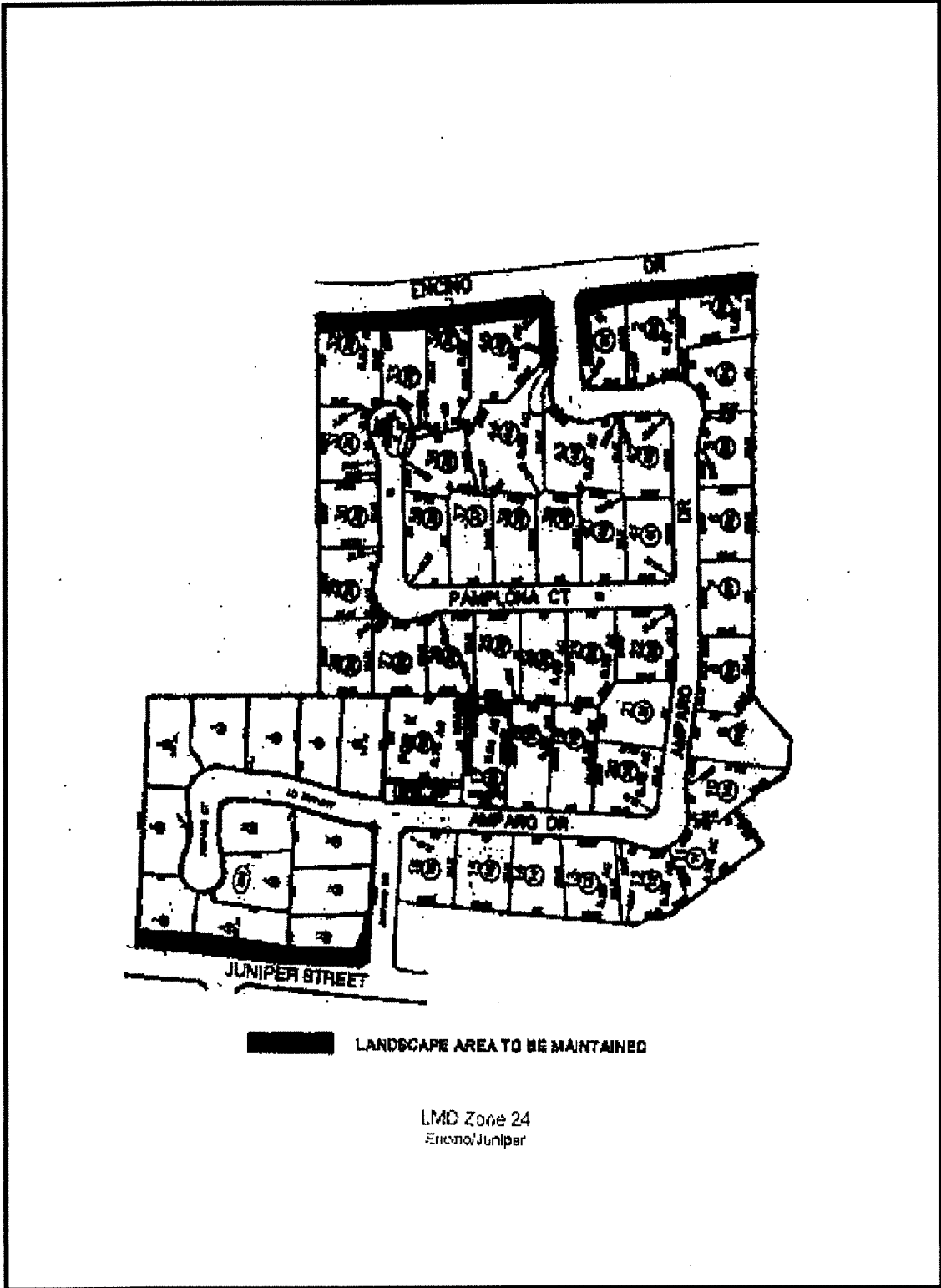
LMD Zone 21 – El Norte/Greenway



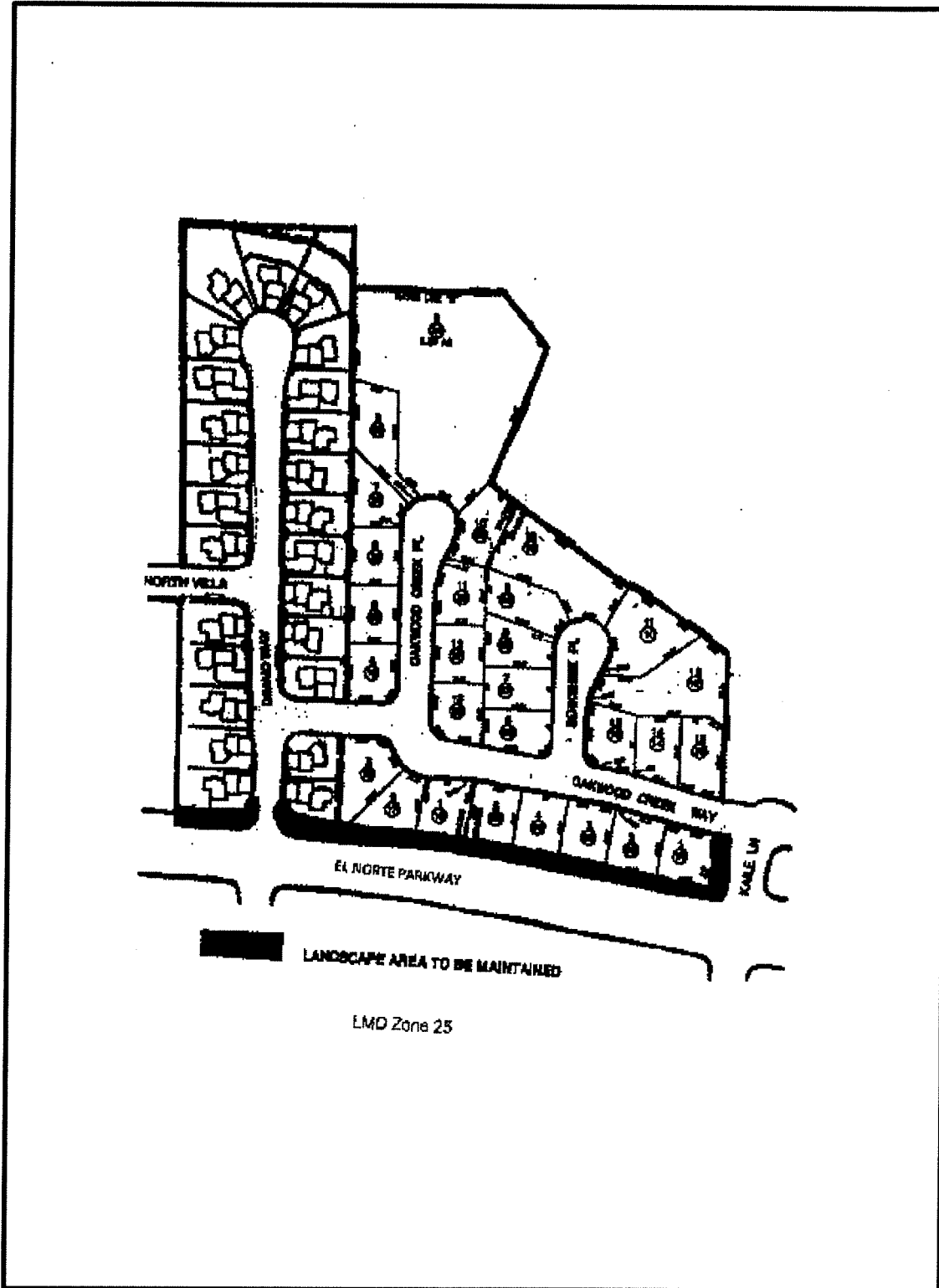
LMD Zone 22 – El Norte/Woodland



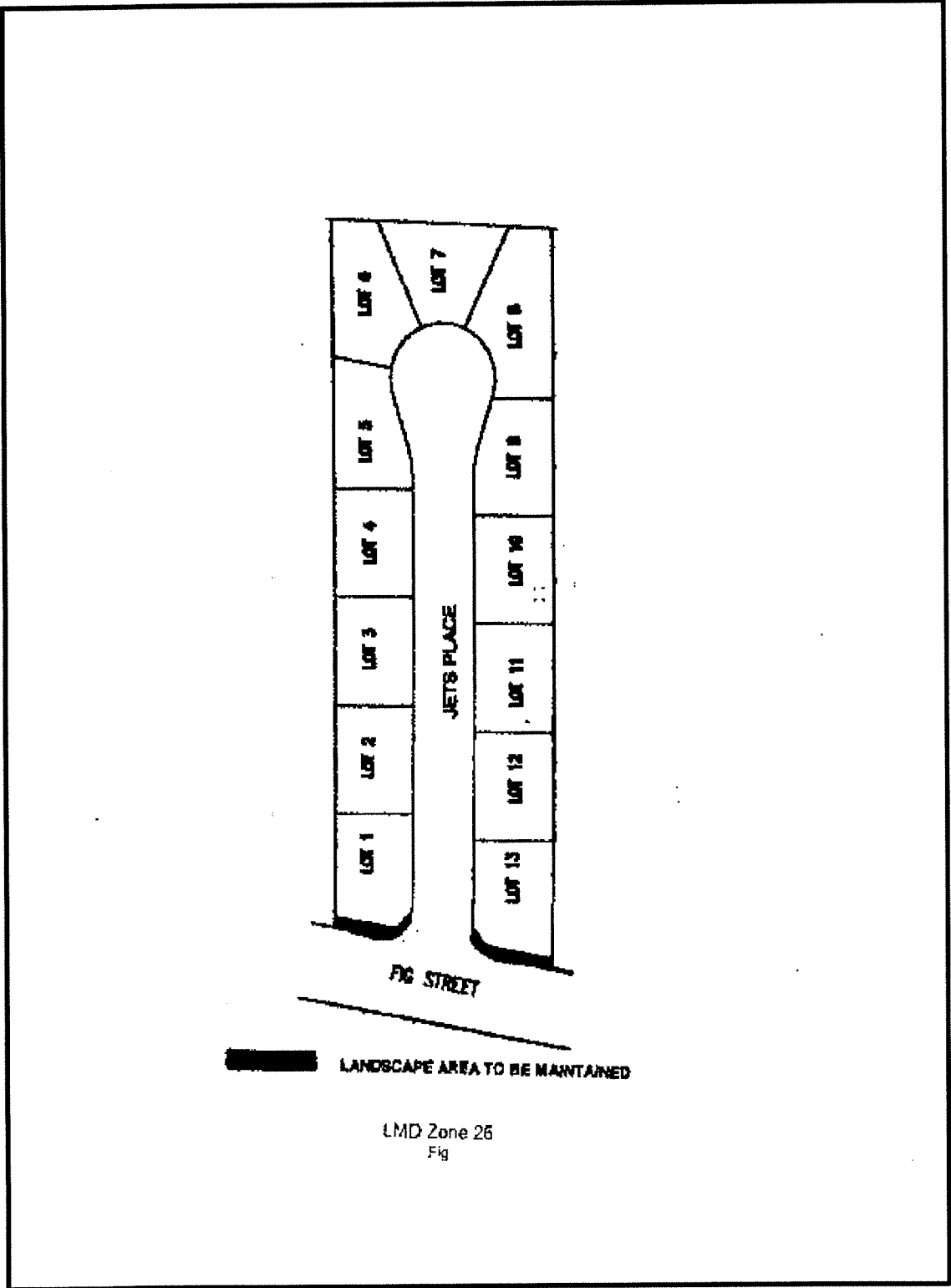
LMD Zone 23 – Harmony Grove



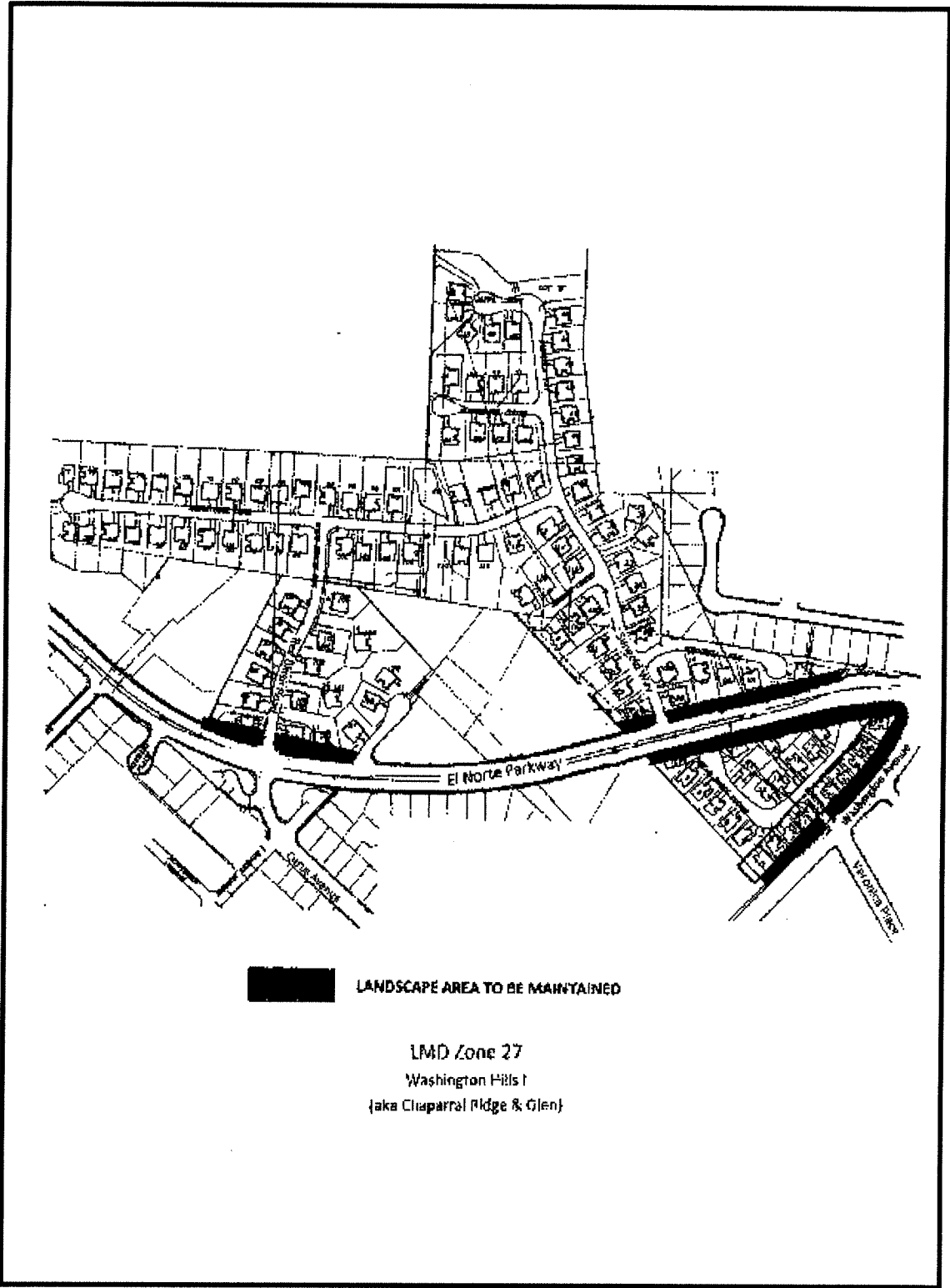
LMD Zone 24 – Encino/Juniper



LMD Zone 25 – (El Norte Parkway)

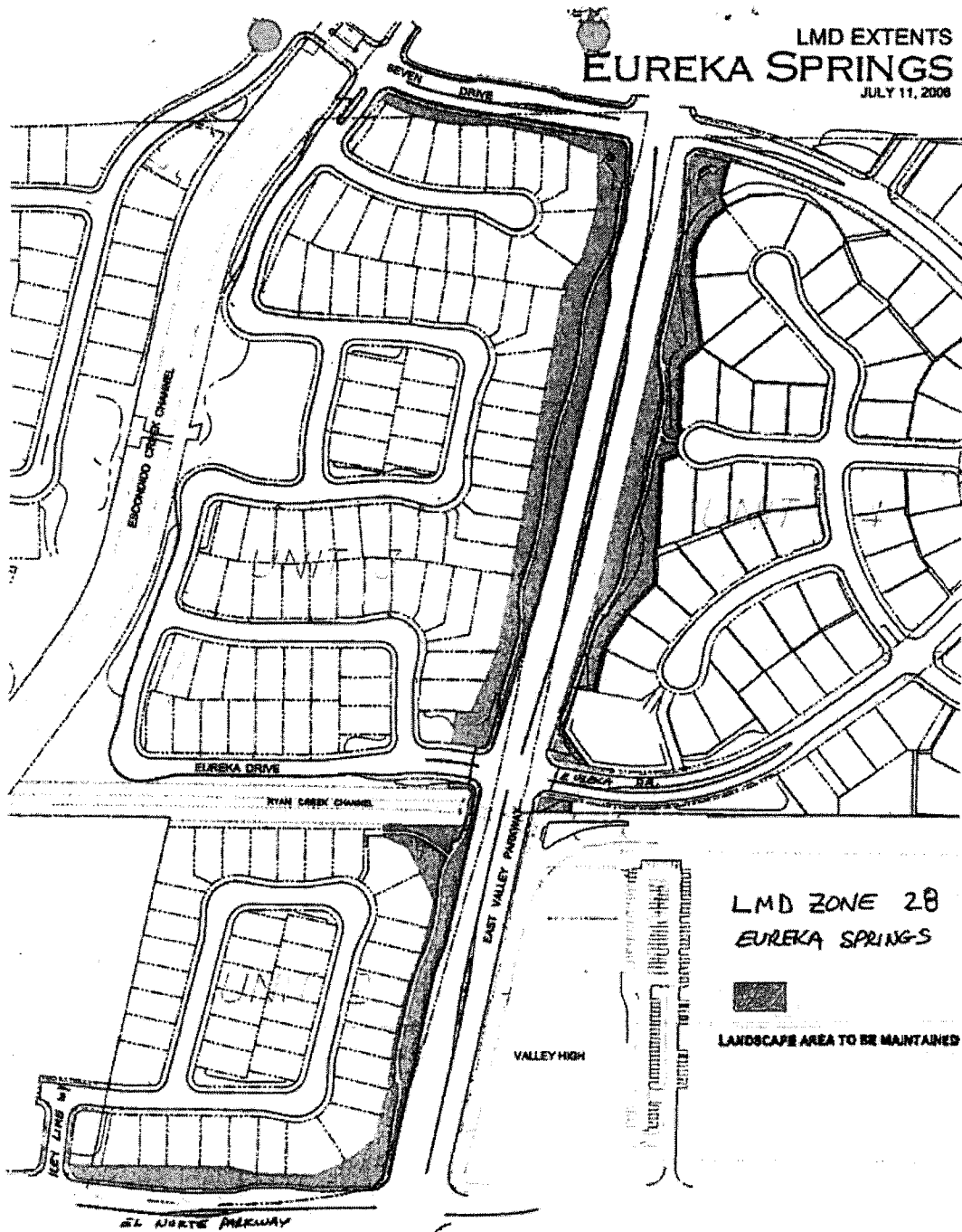


LMD Zone 26 – Fig/Jets Place

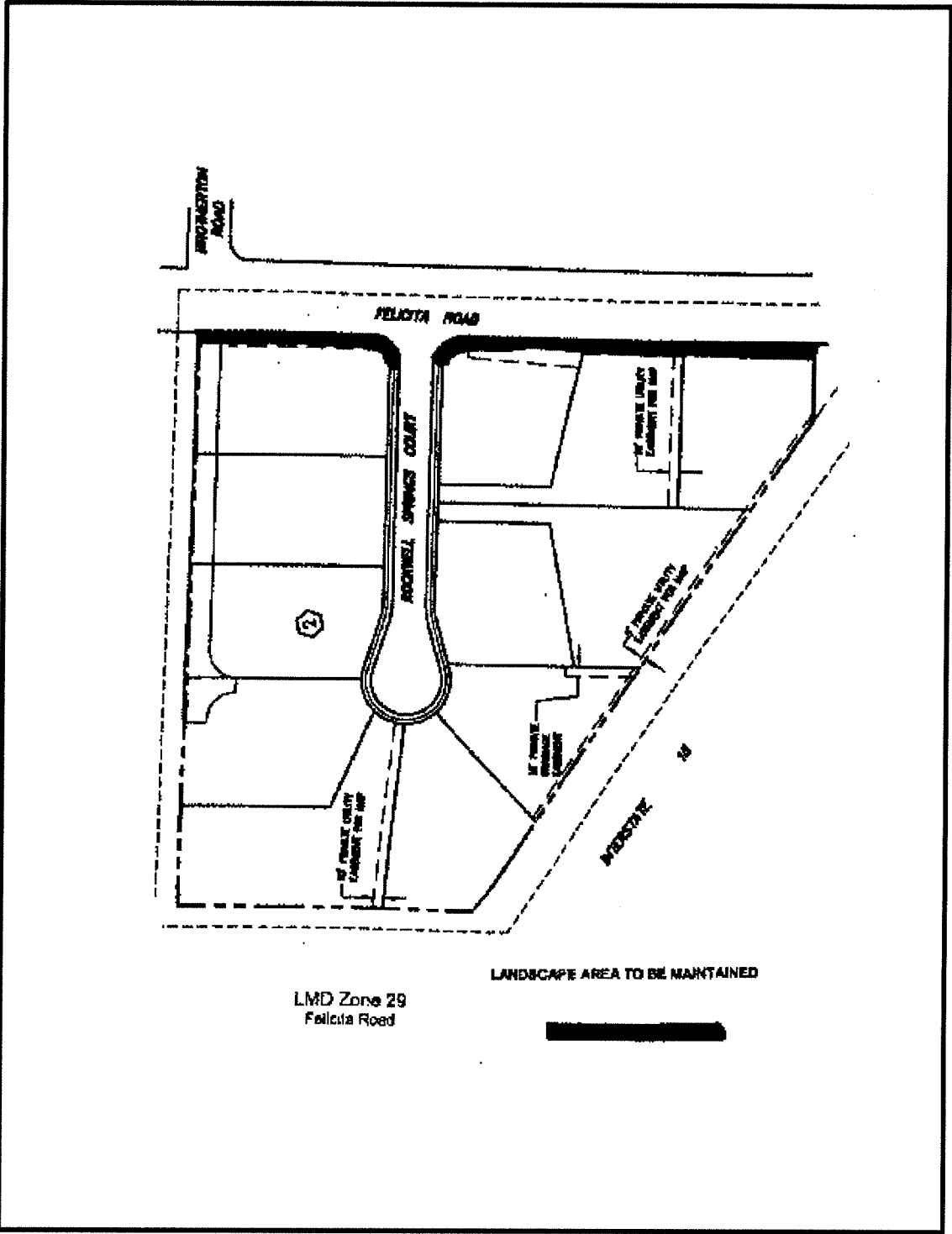


LMD Zone 27 – Washington Hills I

Item 6.



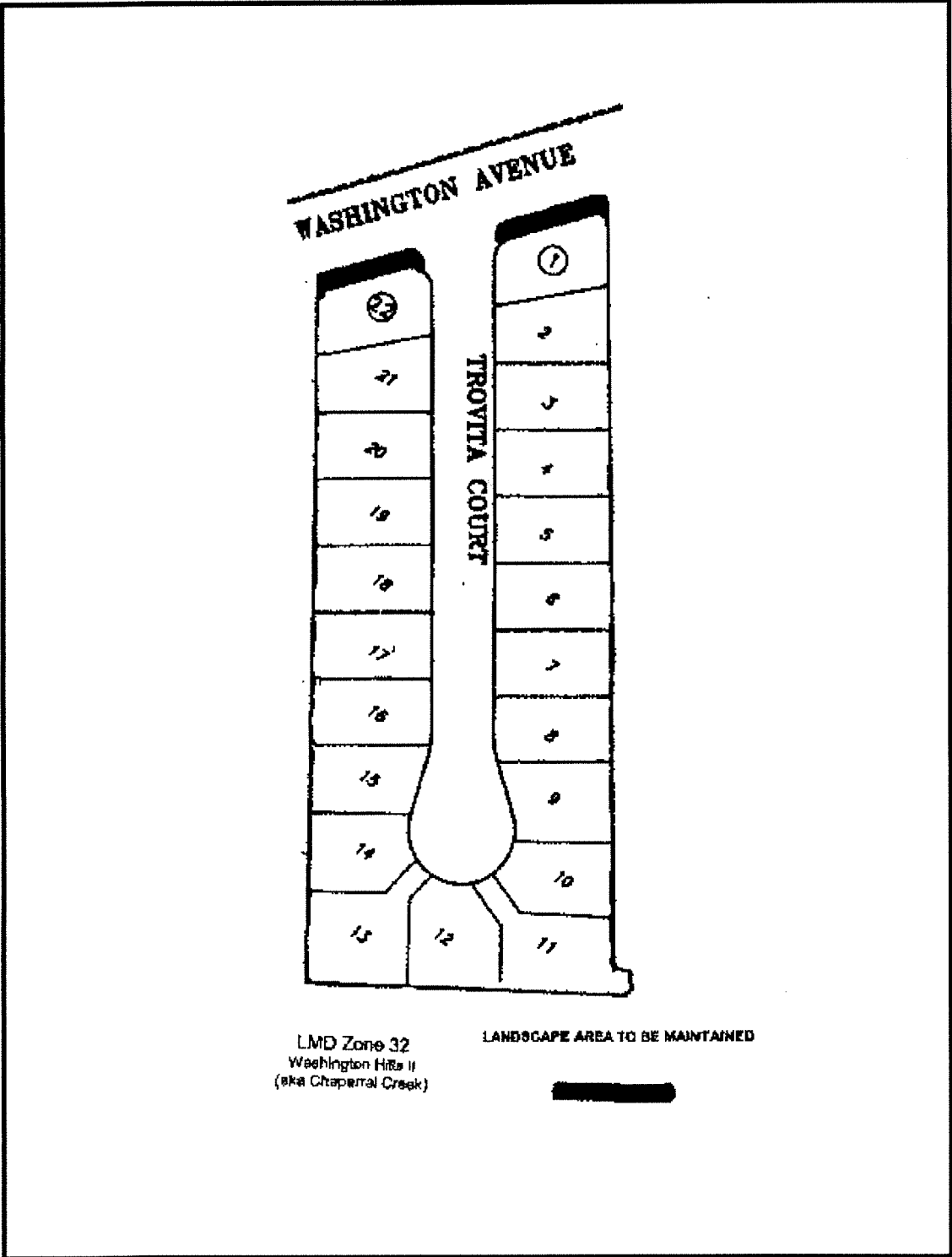
LMD Zone 28 – Eureka Springs



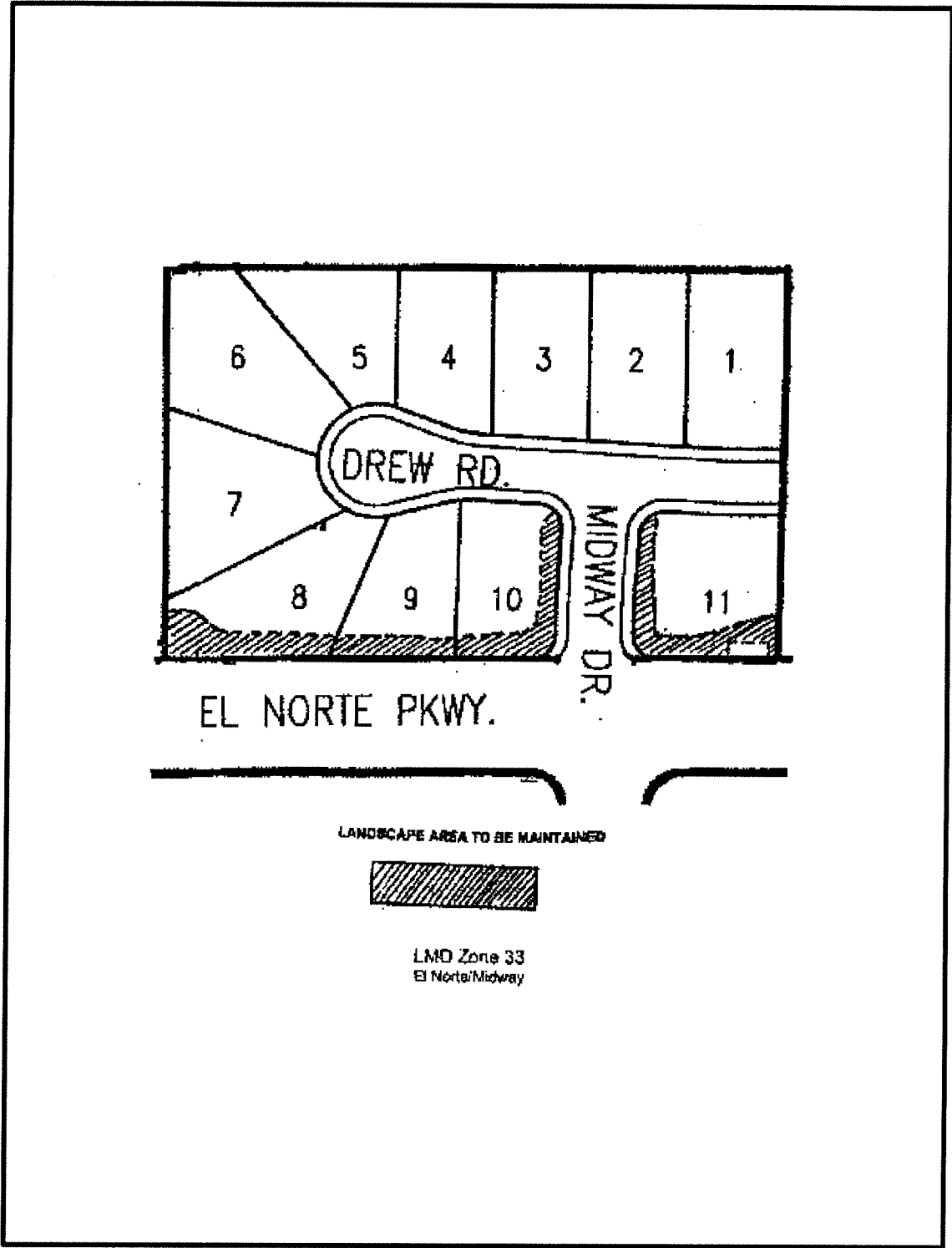
LMD Zone 29
Felicity Road

LANDSCAPE AREA TO BE MAINTAINED

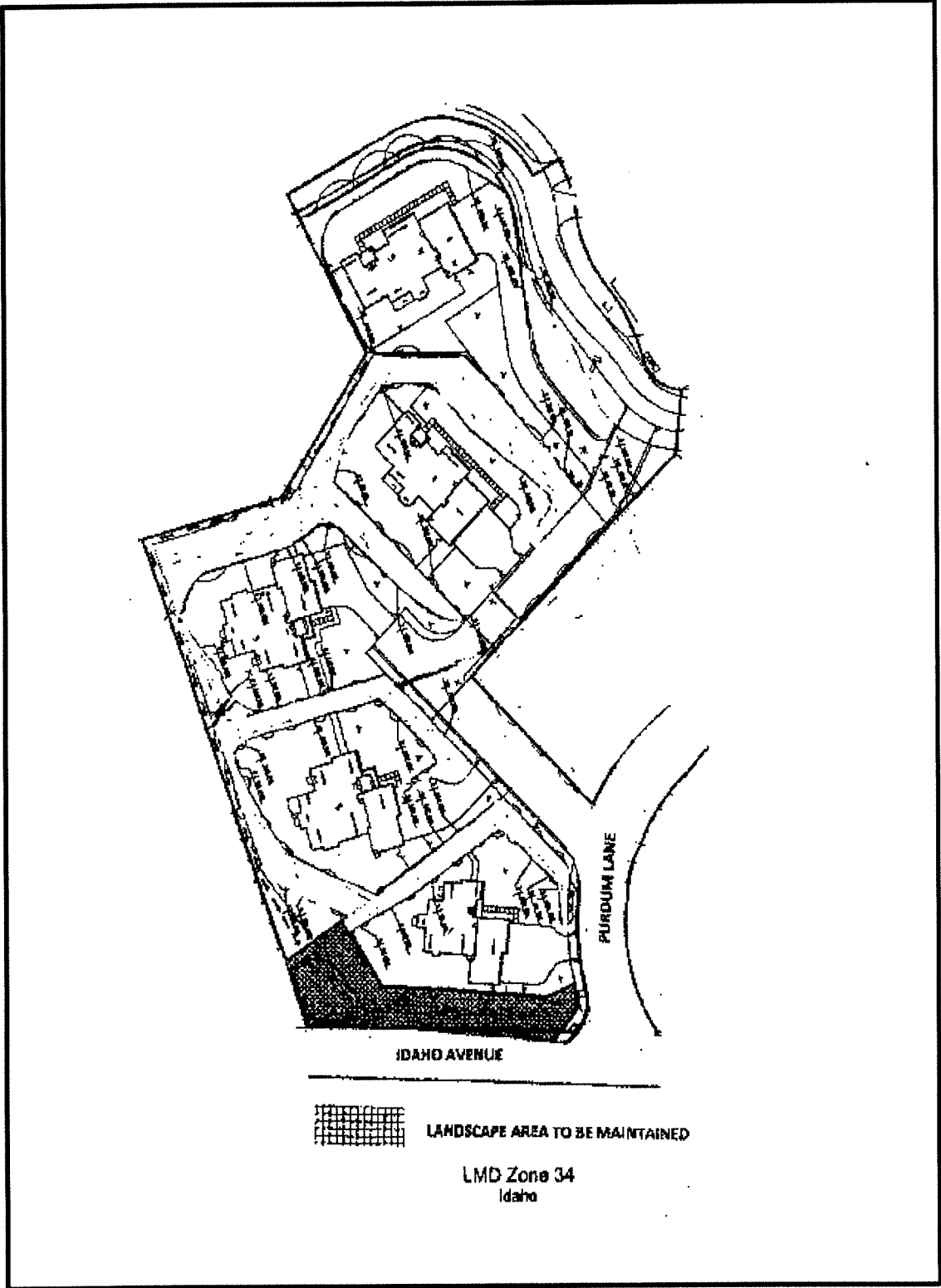
LMD Zone 29 – Felicity Road



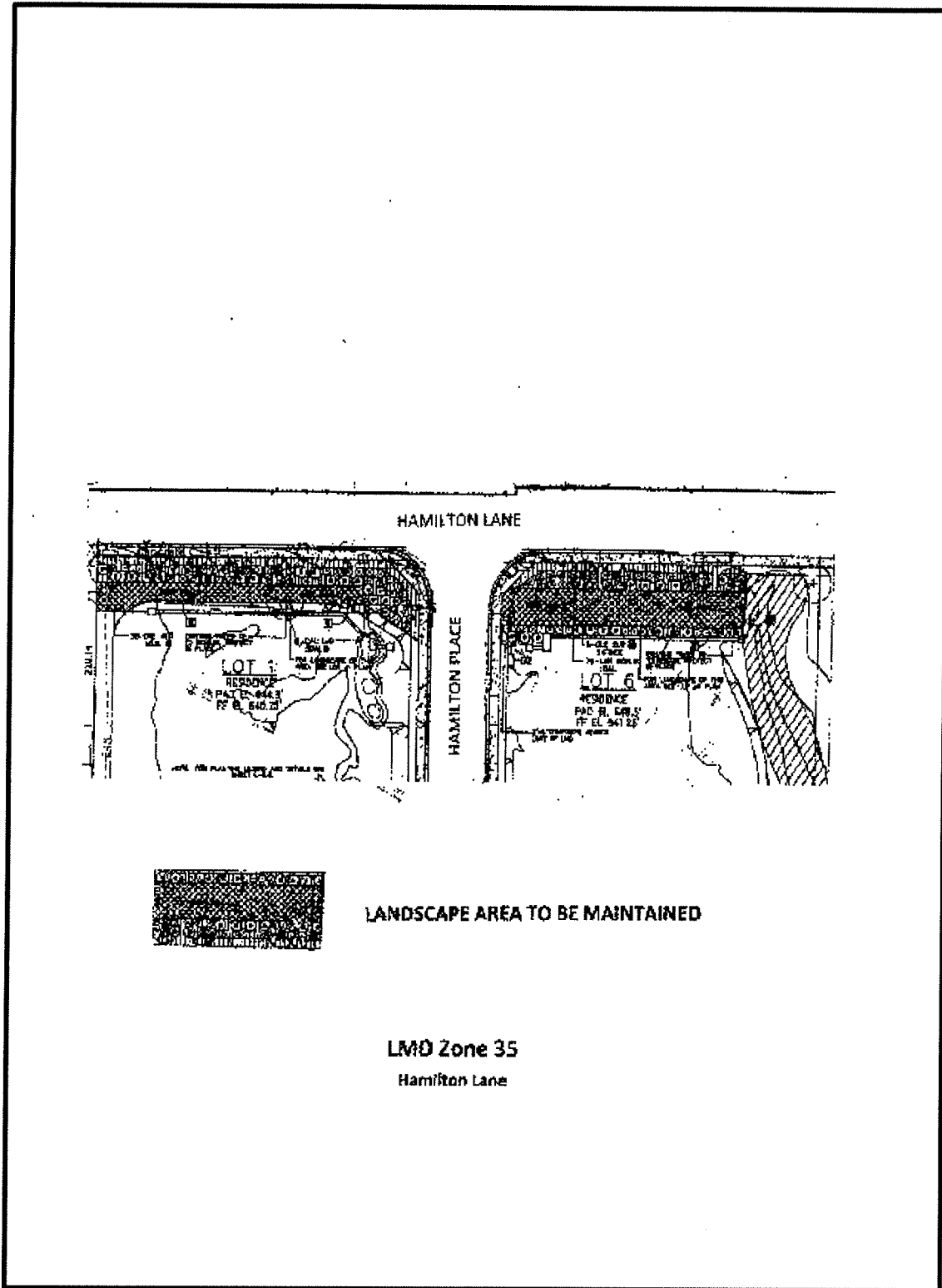
LMD Zone 32 – Washington Hills II (aka Chaparral Creek)



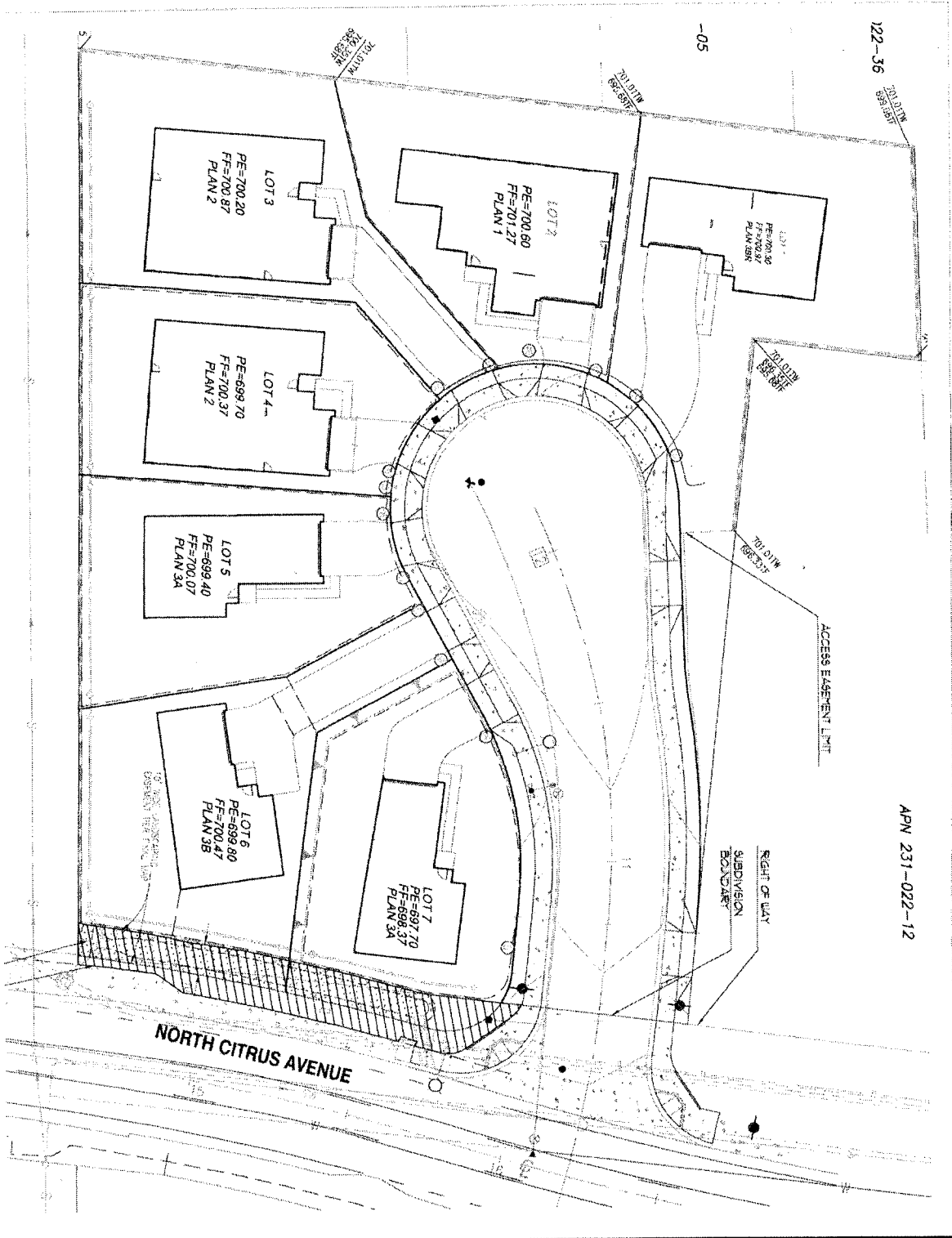
LMD Zone 33 – El Norte/Midway



LMD Zone 34 - Idaho



LMD Zone 35 – Hamilton Lane



LMD Zone 38 – Campbell Place



STAFF REPORT

July, 20th, 2022
File Number 0800-20

SUBJECT

FINAL MAPS UNDER CONSIDERATION FOR APPROVAL

DEPARTMENT

Development Services, Engineering

BACKGROUND

The following Final Maps have been filed for approval by the City Engineer in accordance with Ordinance 2022-02: Tract PL21-0056 on La Lomita Drive.

No materials necessary for this item.



STAFF REPORT

July 20, 2022
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 2022-86, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails)(the "District") for Fiscal Year 2022-23

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

Presenter: Christina Holmes, Director of Finance

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. 2021-75 was adopted on July 21, 2021.

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 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, 2022, \$1,500,000 of principal remain outstanding and the bonds mature on September 1, 2031.



CITY of ESCONDIDO

STAFF REPORT

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 2022/23 are attached as Exhibit "A" to Resolution No. 2022-86.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2022/23 is presented on Attachment "1". As noted in the analysis, the 2022-23 Special Tax Levy requirement increased from \$207,378.16 by 1.55% in the amount of \$3,183.02 or an average of \$10.98 per parcel.

Actual cash resources available for the FY2022/23 levy are estimated to be approximately \$14,000 greater than the amount used in the calculation of the FY2022/23 tax levy. The additional available cash is not used in the current year levy calculation, as the use of all available cash for the FY2022/23 levy would result in very large variances in the levy from this year to next (a large levy decrease in current year and then a subsequent year large levy increase). The additional \$14,000 in available cash resources will be used in the levy calculations of the future tax years.

RESOLUTIONS

- A. Resolution No. 2022-86
- B. Resolution No. 2022-86 Exhibit "A" CFD 2000-01 (Hidden Trails) Special Tax Rates

ATTACHMENTS

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

**City of Escondido CFD 2000-01 (Hidden Trails)
Special Tax Levy Comparative Analysis (Fund 727)
Tax Year 2022-23**

Description	Actuals		Estimated	Proposed /		Change from Prior Year	
	FY 2020-21	FY 2021-22	Actuals FY 2021-22	Budget FY 2022-23	\$	%	
Beginning Balance (07/01)	\$173,278.24		\$173,650.43		\$175,754.13		
Revenue							
Special Taxes	206,641.58		205,410.29				
Interest	1,199.77		148.92				
	<u>\$207,841.35</u>		<u>\$205,559.21</u>		<u>\$0.00</u>		
Expenditures							
Cost of Bonded Indebtedness:							
Interest Due 09/01 Reported Fiscal Year 9/1/2020	38,353.13	9/1/2021	36,484.38	9/1/2022	34,471.88		
Principal Due 09/01 Reported Fiscal Year 9/1/2020	115,000.00	9/1/2021	115,000.00	9/1/2022	125,000.00		
Interest Due 03/01 Reported Fiscal Year 3/1/2021	36,484.38	3/1/2022	34,471.88	3/1/2023	31,971.88		
Interest Due 09/01 Pending Year Obligation				9/1/2023	31,971.88		
Principal Due 09/01 Pending year Obligation				9/1/2023	125,000.00		
Total Principal and Interest Due from Annual Levy	<u>\$189,837.51</u>		<u>\$185,956.26</u>		<u>\$348,415.64</u>		
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	17,631.65		17,499.25		23,901.85		
Available Cash Account Balances to Reduce Levy					14,000.00		
	<u>\$17,631.65</u>		<u>\$17,499.25</u>		<u>\$37,901.85</u>		
Total Annual Expenditures	207,469.16		203,455.51		386,317.49		
Ending Balance (6/30)	<u>173,650.43</u>		<u>175,754.13</u>		<u>(210,563.36)</u>		
Calculated Annual Special Tax Requirement	\$202,513.36		\$204,942.20		\$210,563.36		
Approved / Proposed Levy as Allocated among 290 Parcels	<u>\$204,940.34</u>		<u>\$207,378.16</u>		<u>\$210,561.18</u>	<u>\$3,183.02</u>	1.55%
Average Levy per Dwelling Unit	<u>\$706.69</u>		<u>\$715.10</u>		<u>\$726.07</u>	<u>\$10.98</u>	1.55%

RESOLUTION NO. 2022-86

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 2022-23

WHEREAS, the City Council of the City of Escondido, California (the “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 (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2000-01 (Hidden Trails) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2000-30 (the “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 (the “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 (the “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, 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 2022-23 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 2022-23 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, 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.

Exhibit "A"

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

Special Tax Rates for Fiscal Year 2022/23

Land Use Categories	Description	Assigned Special Tax	Proposed Actual Special Tax*
Category 1**	Residential Property	\$0.39 per square foot	\$0.2708 per square foot
Category 2**	Other Property	\$2,861 per net acre	\$1,987 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.



STAFF REPORT

July 20, 2022
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 2022-85, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2022-23.

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

Presenter: Christina Holmes, Director of Finance

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. 2021-76 was adopted on July 21, 2021.

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 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



CITY of ESCONDIDO

STAFF REPORT

completed. As of July 1, 2022, \$11,095,000 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 Fiscal Year 2022/23 are attached as Exhibit "A" to Resolution No. 2022-85.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2022/23 is presented on Attachment "1". As noted in the analysis, the FY2022/23 Special Tax Levy requirement decreased from \$1,057,764.43 by 0.24% in the amount of \$2,588.95 or an average of \$7.66 per parcel.

The delinquency contingency provision for the FY2022/23 levy calculation decreased by \$6,252.05. This decrease was due to realization of a decrease in the actual FY2021/22 delinquency rate (from 1.17% to 0.57%).

RESOLUTIONS

- A. Resolution No. 2022-85
- B. Resolution No. 2022-85 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. 2022-85

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 2022-23

WHEREAS, the City Council of the City of Escondido, California (the “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 (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2006-01 (Eureka Ranch) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2006-32 (the “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 (the “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 (the “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, 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 2022-23 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 2022-23 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, 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 CFD 2006-01 (Eureka Ranch)
Special Tax Levy Comparative Analysis (Fund 728)
Tax Year 2022-23

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2020-21		FY 2021-22		FY 2022-23		\$	%
Beginning Balance (07/01)	\$805,413.50		\$839,320.92		\$828,465.57			
Revenue								
Special Taxes	1,084,100.74		1,058,917.23					
Interest	5,202.88		696.17					
	<u>\$1,089,303.62</u>		<u>\$1,059,613.40</u>		<u>\$0.00</u>			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year	9/1/2020	277,600.00	9/1/2021	268,000.00	9/1/2022	258,000.00		
Principal Due 09/01 Reported Fiscal Year	9/1/2020	480,000.00	9/1/2021	500,000.00	9/1/2022	525,000.00		
Interest Due 03/01 Reported Fiscal Year	3/1/2021	268,000.00	3/1/2022	258,000.00	3/1/2023	244,875.00		
Interest Due 09/01 Pending Year Obligation					9/1/2023	244,875.00		
Principal Due 09/01 Pending year Obligation					9/1/2023	550,000.00		
Total Principal and Interest Due from Annual Levy		<u>\$1,025,600.00</u>		<u>\$1,026,000.00</u>		<u>\$1,822,750.00</u>		
Cost of Collection (Proposed Fiscal Year Shown at Maximum)		29,796.20		44,468.75		54,911.43		
Contingency for Delinquency (Proposed Current Year Only)		-		-		5,980.42		
		<u>29,796.20</u>		<u>\$44,468.75</u>		<u>\$60,891.85</u>		
Total Annual Expenditures		1,055,396.20		1,070,468.75		1,883,641.85		
Ending Balance (6/30)		<u>839,320.92</u>		<u>828,465.57</u>		<u>(1,055,176.28)</u>		
Calculated Annual Special Tax Requirement		\$1,053,501.35		\$1,060,547.72		\$1,055,176.28		
Approved / Proposed Levy as Allocated among 338 Parcels		<u>\$1,060,547.18</u>		<u>\$1,057,764.43</u>		<u>\$1,055,175.48</u>	<u>(\$2,588.95)</u>	-0.24%
Average Levy per Dwelling Unit		<u>\$3,137.71</u>		<u>\$3,129.48</u>		<u>\$3,121.82</u>	<u>(\$7.66)</u>	-0.24%

Exhibit "A"

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

Special Tax Rates for Fiscal Year 2022/23

Tax Class	Building Square Footage ("BSF")	Assigned Special Tax	Proposed Actual Special Tax*
Residential Property**:			
Tax Class 1	> 3,600	\$1.214 per BSF	\$0.9238 per BSF
Tax Class 2	3,251 – 3,600	\$1.275 per BSF	\$0.9702 per BSF
Tax Class 3	2,851 – 3,250	\$1.350 per BSF	\$1.0273 per BSF
Tax Class 4	2,551 – 2,850	\$1.407 per BSF	\$1.0707 per BSF
Tax Class 5	≤ 2,550	\$1.526 per BSF	\$1.1612 per BSF
Non-Residential Property**:			
Tax Class 6	NA	\$20,750.00 per Acre	\$15,789.58 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.



STAFF REPORT

July 20, 2022
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-1 (Public Services)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution 2022-87, setting the Special Tax Levy for Community Facilities District No. 2020-1 (“Public Services CFD”) for Fiscal Year 2022/23

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

Presenter: Christina Holmes, Director of Finance

FISCAL ANALYSIS

A special tax is levied annually on real property within the Community Facilities District No. 2020-1 and is collected through the County of San Diego Treasurer-Tax Collector’s Office. The proceeds from the special tax are used to provide public services including public safety, maintenance, administration, community development and services provided by the City of Escondido (“City”).

PREVIOUS ACTION

On May 13, 2020, the City Council adopted Resolution No. 2020-44 approving the establishment of Community Facilities District No. 2020-1 and authorizing the Council to adopt annually a resolution setting the Special Tax Levy.

On Jul 21, 2021, the City Council adopted Resolution No. 2021-77, setting the Special Tax Levy for Community Facilities District No. 2020-1 for FY2021/22 on 216 developed lots located in The Villages Project.

BACKGROUND

As a part of the City’s ongoing efforts to address projected budget shortfalls, the City contracted with Keyser Marston Associates, Inc. (“KMA”) on January 15, 2020, to complete a Fiscal Impact Analysis (“FIA”) for new residential development. KMA reviewed the City’s FY2019/20 budget to determine the per capita cost of providing municipal services for new residential development involving Police, Fire, Public Works, Community Services, and General Services (support departments).



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The FIA determined that the per capita cost of providing municipal services for new residential development exceeds the anticipated revenue received, including property taxes, property tax in lieu of Vehicle License Fees (“VLF”), intergovernmental, property transfer tax, fines, forfeitures, permits, licenses, and sales tax generated by new residents. Based on these findings, the current structural budget deficit is anticipated to increase with each new residential development project.

On May 13, 2020, CFD No. 2020-1 was formed and established a CityWide Public Services CFD with the goal of making new development revenue neutral. The Public Services CFD provides a streamlined way for projects to offset their impact to ongoing public services through a special tax levied on the annual property tax bill. Voluntary annexation of a development to the Public Services CFD occurs by resolution of the City Council.

The special tax rates are governed by the Rate and Method of Apportionment of Special Tax (“RMA”) established at the time CFD No. 2020-1 was formed. The special tax rates were calculated at the time of formation based on the cost of providing public services, less revenue generated by the development for various classifications of residential property, or Land Use Category. The projected annual costs of Public Services provided to CFD No. 2020-1 were between \$536 and \$783 per residential dwelling unit in 2020 dollars. The special tax rates for the Public Services CFD escalates at the maximum rate of inflation as determined by the Consumer Price Index and at the minimum rate of 2% per year. The applicable increase for the current year is the change in CPI of 5.20807%.

The City’s cost of providing municipal services, including Police, Fire, Public Works, Community Services, and General Services, has increased since the special tax rates were calculated in FY2019/20. The FY2022/23 General Fund Operating Budget increased by 7% compared to the prior fiscal year. Although projected Operating Revenue increased by 8%, the General Fund Operating Budget does not account for the unfunded annual maintenance costs exceeding approximately \$8.0 million for CityWide parks, streets, building, and fleet maintenance/replacement. As a result of the increasing costs of providing municipal services, the proposed special tax rates listed in Exhibit “A” to Resolution No. 2022-87 support the change in CPI of 5.20807% from the prior fiscal year.

Prior to July 30 of each year, the special tax levy will be set by the City Council for all properties within the Public Services CFD that have received a building permit as of March 1 of that year. There are 437 developed lots located within CFD No 2020-1 that had building permits issued before March 1, 2022, that will be assessed the Special Tax Levy in FY2022/23.

The services to be funded through the Public Services CFD include public safety, maintenance, and administrative expenses for services provided by the City.



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STAFF REPORT

RESOLUTIONS

- A. Resolution No. 2022-87
- B. Resolution No. 2022-87 Exhibit "A" Special Tax Rates for FY2022/23

RESOLUTION NO. 2022-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2020-1 (PUBLIC SERVICES), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Escondido, California (the “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 (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2020-1 (Public Services) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2020-1 (the “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 (the “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 (the “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. 2020-1 (“Public Services”):

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 2022/23 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 2022/23 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, 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. 2020-1 (Public Services)
Special Tax Rates for Fiscal Year 2022/23
Applicable to all Units Annexed as of March 1, 2022

Land Use Category	Density	Unit	Maximum Special Tax ⁽¹⁾⁽²⁾	Proposed Actual Special Tax ⁽²⁾⁽³⁾
1	Less than 5.5 DU/Acre	DU	\$575.19	\$575.19
2	5.5 to less than 18 DU/Acre	DU	\$797.33	\$797.33
3	18.0 to less than 30 DU/Acre	DU	\$778.01	\$778.01
4	30 DU/Acre or Greater	DU	\$840.25	\$840.25

- 1) The Assigned Special Tax Rates have been increased by the greater of the Index or 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.



STAFF REPORT

July 20, 2022
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 2022-88, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages)(The “District”) for Fiscal Year 2022/23

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

Presenter: Christina Holmes, Director of Finance

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 Jul 21, 2021, the City Council adopted Resolution No. 2021-78, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages) for Fiscal Year 2021/22 on 216 developed lots located in The Villages Project.

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



CITY *of* ESCONDIDO

STAFF REPORT

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, 2022 is \$11,945,000 and the bonds mature on September 1, 2052.

The Villages development is now fully permitted; therefore, 380 lots in the Project will be assessed the Special Tax Levy in FY2022/23. 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 2022/23 is attached as Exhibit “A” to Resolution No. 2022-86. The Special Taxes received by the City will be deposited to a separate fund of the City to be used for annual administrative expenses and fund the authorized facilities or future bond debt service payments.

RESOLUTIONS

- A. Resolution 2022-88
- B. Resolution No. 2022-88 Exhibit “A” CFD 2020-2 (The Villages) Special Tax Rates

RESOLUTION NO. 2022-88

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 2022-23

WHEREAS, the City Council of the City of Escondido, California (the “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 (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2020-2 (The Villages) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2020-11 (the “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 (the “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 (the “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, 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 2022-23 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 2022-23 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, 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.

Exhibit "A"

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

Special Tax Rates for Fiscal Year 2022-23

Land Use Category	Developed Floor Area	Assigned Special Tax ⁽¹⁾⁽²⁾	Proposed Actual Special Tax ⁽²⁾⁽³⁾
Residential Property			
1	> 3,199 sqft	\$2,849.66 per DU ⁽⁴⁾	\$2,355.68 per DU ⁽⁴⁾
2	2,950 to 3,199 sqft	\$2,765.38 per DU ⁽⁴⁾	\$2,286.02 per DU ⁽⁴⁾
3	2,700 to 2,949 sqft	\$2,670.71 per DU ⁽⁴⁾	\$2,207.76 per DU ⁽⁴⁾
4	2,450 to 2,699 sqft	\$2,566.67 per DU ⁽⁴⁾	\$2,121.76 per DU ⁽⁴⁾
5	2,200 to 2,449 sqft	\$2,454.30 per DU ⁽⁴⁾	\$2,028.86 per DU ⁽⁴⁾
6	1,950 to 2,199 sqft	\$2,175.48 per DU ⁽⁴⁾	\$1,798.38 per DU ⁽⁴⁾
7	1,700 to 1,949 sqft	\$2,151.55 per DU ⁽⁴⁾	\$1,778.58 per DU ⁽⁴⁾
8	1,450 to 1,699 sqft	\$1,960.11 per DU ⁽⁴⁾	\$1,620.34 per DU ⁽⁴⁾
9	< 1,450 sqft	\$1,840.47 per DU ⁽⁴⁾	\$1,521.44 per DU ⁽⁴⁾
Non-Residential			
10	NA	\$25,329.58 per Acre	\$0.00 per Acre
Backup Special Tax			
SUB16-009A	NA	2,767.89 per Lot	\$0.00 per Lot
SUB16-009B	NA	2,599.45 per Lot	\$0.00 per Lot
SUB16-009C	NA	2,126.66 per Lot	\$0.00 per Lot
Undeveloped Property			
NA	NA	\$25,329.58 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.



STAFF REPORT

July 20, 2022

File Number 0600-10, A-3418

SUBJECT

OUT-OF-AGENCY SERVICE AGREEMENT FOR 2314 FELICITA AVENUE–PL 22-0196

DEPARTMENT

Development Services Department, Planning Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-90, making application to the San Diego County Local Agency Formation Commission (“LAFCO”) for an out-of-agency service agreement and authorizing the Mayor to execute said agreement, and establishing a pre-zoning designation of RE-20, for a property located at 2314 Felicita Avenue (APN 238-320-01-00).

Staff Recommendation: Approval (Development Services Department: Julie Procopio)

Presenter: Ivan Flores, Associate Planner

FISCAL ANALYSIS

The property owner will be required to pay fees to cover all administrative costs and staff time for processing the extension of sewer service. All fees associated with submittal of any contractual wastewater service agreement and future annexation application for the property to LAFCO would be borne by the applicant. Upon future annexation, the property would be required to establish a mechanism to offset future costs for the provisions of public service.

ENVIROMENTAL REVIEW

The action before the City Council is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15319(a), “Annexation of Existing Facilities and Lots for Exempt Facilities.”

PREVIOUS ACTION

None.

BACKGROUND

The property owner of 2314 Felicita Avenue (Ferenc and Hajnalka Farkas) has provided the City staff with a letter from the County of San Diego, Department of Environmental Health documenting eminent failure



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of the property's existing onsite wastewater treatment system (septic system). City of Escondido public sewer mains with adequate capacity to accommodate the additional flow generated by the property exists in the street in front of the subject property (Felicitia Avenue). In order to obtain sewer service, the property owner must enter into an out-of-agency service agreement with the City of Escondido.

The out-of-agency service agreement includes provisions that requires future annexation to the City (irrevocable offer of annexation). In anticipation of that future annexation, the request also includes application of a pre-zoning designation of RE-20 (estate residential, 20,000 square foot minimum lot size), which is consistent with the Estate II (E2) General Plan land use designation. Because the property at 2314 Felicitia Avenue is immediately adjacent to City limits, the LAFCO has placed a condition upon the provision of out-of-agency service agreement that requires the property owner to complete the annexation process within one year.

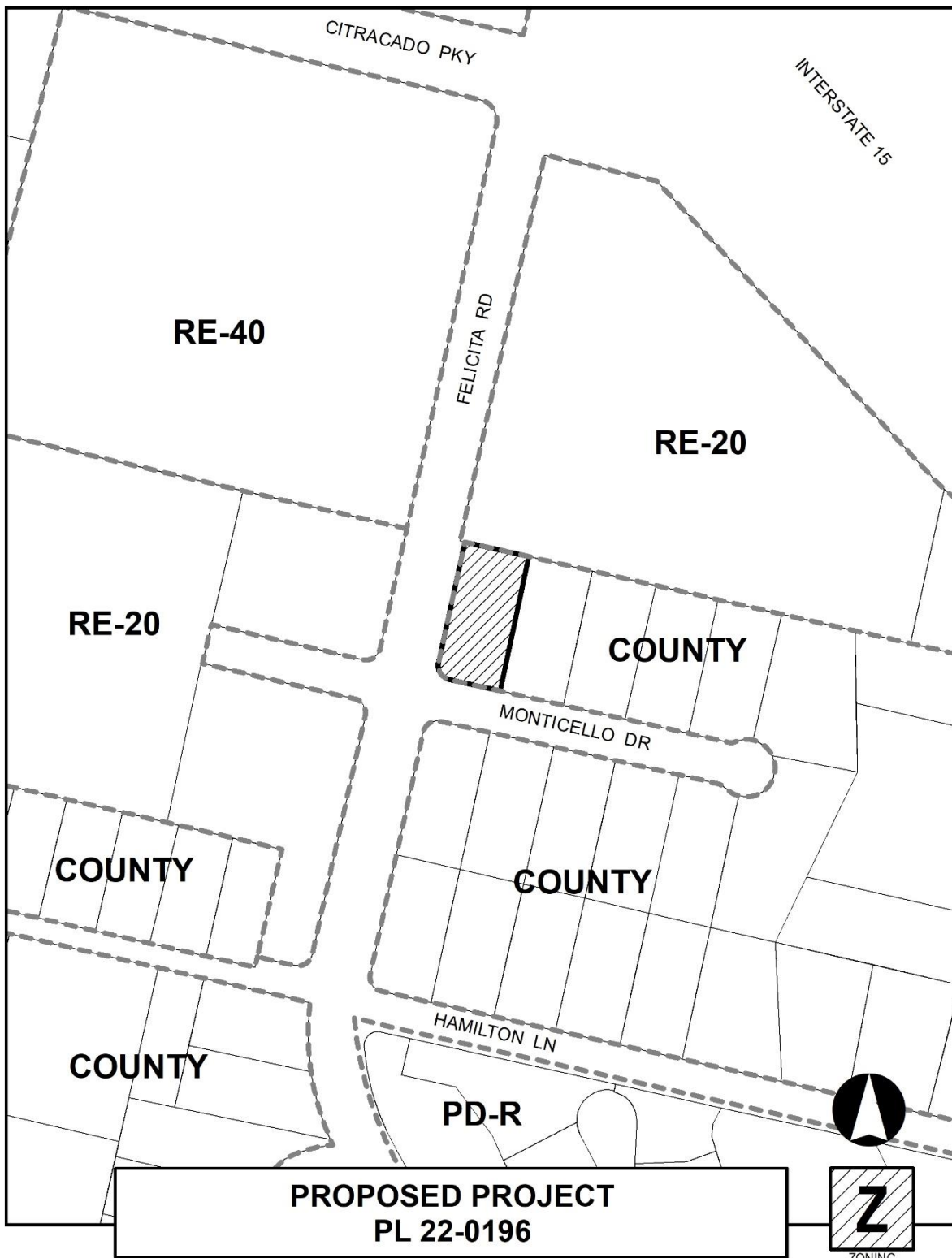
RESOLUTION

- A. Resolution No. 2022-90
- B. Resolution No. 2022-90 Exhibit "A"



CITY of ESCONDIDO

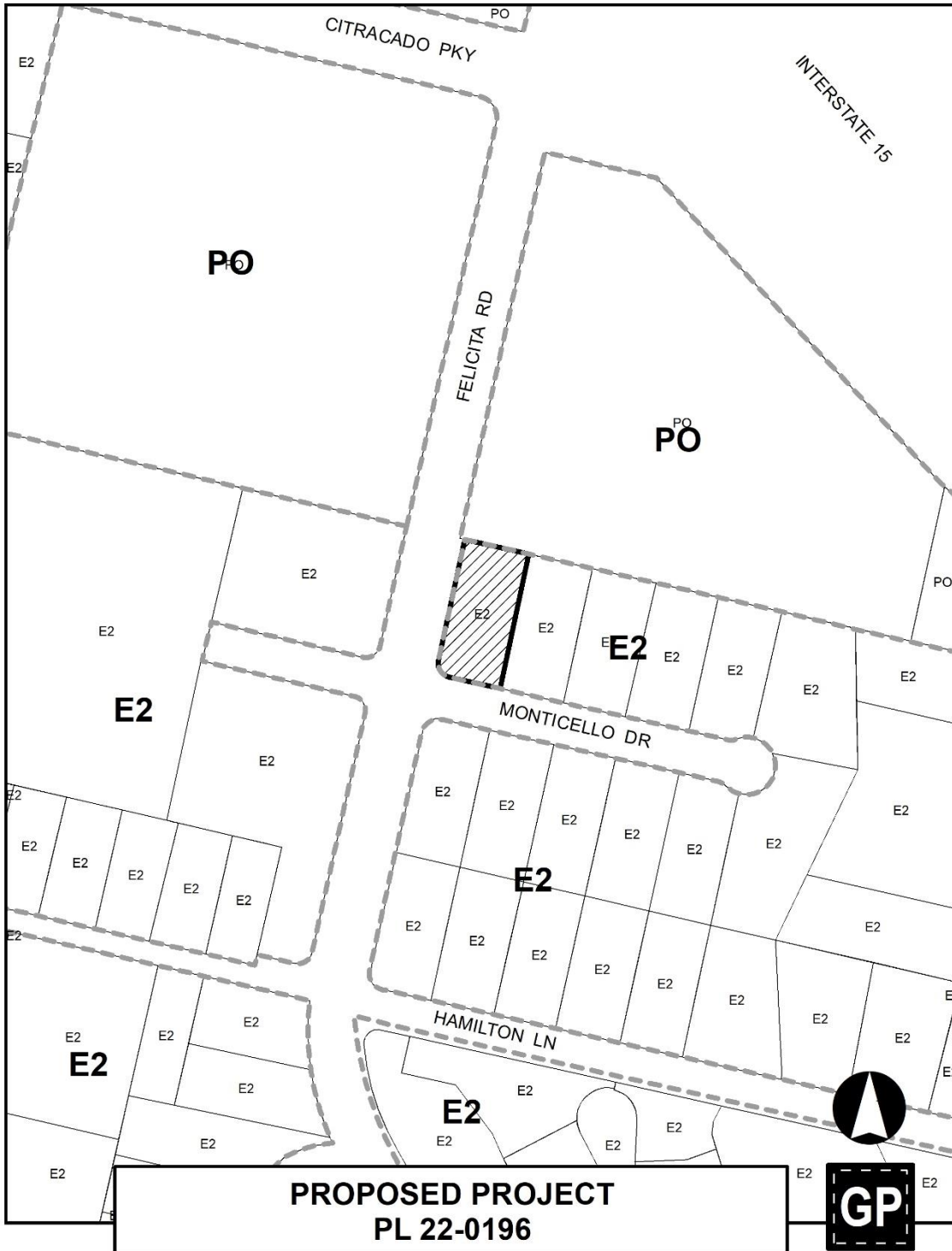
STAFF REPORT





CITY of ESCONDIDO

STAFF REPORT



**PROPOSED PROJECT
PL 22-0196**



RESOLUTION NO. 2022-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN OUT-OF-AGENCY SERVICE AGREEMENT, ESTABLISHING A PRE-ZONING DESIGNATION OF RE-20, AND AUTHORIZING SUBMITTAL OF AN ANNEXATION APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION, FOR A PROPERTY LOCATED AT 2314 FELICITA AVENUE

Case No. PL 22-0196

WHEREAS, the City of Escondido ("City") has received a request to provide sewer service to a property located at 2314 Felicita Avenue ("Property"); and

WHEREAS, the City Council of the City of Escondido desires to make application to the San Diego County Local Agency Formation Commission ("LAFCO") for an out-of-agency service agreement ("Agreement"), attached hereto as Exhibit "A," for the provision of sewer service to the Property; and

WHEREAS, the Property is all that real property described in Exhibit "A" to the Agreement; and

WHEREAS, The City Council of the City of Escondido desires to make application to LAFCO for annexation of the Property; and

WHEREAS, the Property has a General Plan land use designation of Estate II, which is implemented through a zoning designation of RE-20; and

WHEREAS, the project is categorically exempt from further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15319(a), "Annexation of Existing Facilities and Lots for Exempt Facilities."

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 mayor to execute the Agreement, on behalf of the City, in substantially the same format as Exhibit "A", which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.

3. That the application is hereby made to LAFCO for the following out-of-agency service agreement.

4. That this Agreement is necessary in order for the area to receive urban services available from the City of Escondido.

5. That LAFCO is hereby requested to undertake proceedings related to the Agreement described in this resolution.

6. That this proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the Government Code of the State of California.

7. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution to the executive officer of LAFCO.

8. That the City Council approves Resolution No. 2022-90, making application to LAFCO for an out-of-agency service agreement, establishing a pre-zoning designation of RE-20, and authorizing submittal of an annexation application to LAFCO, for a property located at 2314 Felicita Avenue.

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Planning Division
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: 238-320-01-00

OUT-OF-AGENCY SERVICE AGREEMENT

This OUT-OF-AGENCY SERVICE AGREEMENT (“**Agreement**”) is made and entered into this - _____ day of _____, by and between the City of Escondido, a California municipal corporation (“**City**”) and Hajnalka “Dawn” and Ferenc Farkas, individuals (“**Owner**”). (The City and Owner may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”)

RECITALS

A. Owner possesses and owns that certain real property located outside the jurisdictional boundary of the City, within the unincorporated County of San Diego, as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference (“**Property**”).

B. Pursuant to California Government Code section 56133(a), the City may provide new or extended services outside its jurisdictional boundary only if it first requests and receives written approval from the San Diego County Local Agency Formation Commission (“**LAFCO**”).

C. Pursuant to California Government Code section 56133(b), LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

D. In accordance with California Government Code section 56133 and LAFCO’s local policies, in a letter dated April 06, 2022, which is attached hereto as Exhibit B and incorporated herein by this reference (“**Conditional Approval Letter**”), LAFCO provided a conditional approval for the City to establish contract wastewater service for the Property, limited to the existing one dwelling unit on the Property.

E. The City and the Owner desire to enter into this Agreement so the City may provide wastewater service to the existing one dwelling unit on the Property, subject to Owner meeting all of the LAFCO Conditions and any conditions otherwise expressed in this Agreement.

AGREEMENT

CAO: 2/2/2022

Out-of-Agency Service Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Applicability of Government Code. This Agreement is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (California Government Code section 56000 et seq.) (“**Act**”) and is subject to all of the provisions of the Act, including but not limited to Government Code section 56133.

3. Authority to Connect. Upon the Parties’ execution of this Agreement and Owner’s recordation of this Agreement in the County Recorder’s Office for San Diego County, and subject to all other terms and conditions of this Agreement, Owner may connect to the City’s sewer and water system (“**Improvements**”). Owner agrees to construct the Improvements in conformance with all applicable federal, state, and local laws and regulations. No construction of the Improvements shall occur without first securing all required permits and approvals from the City, County, or any other local agency or regulatory authority, and without first completing environmental review pursuant to the California Environmental Quality Act (“**CEQA**”).

4. Irrevocable Offer of Annexation. Owner hereby makes an irrevocable offer of annexation of the Property to the City. Owner waives any right of protest in the annexation of the Property to the City provided for under the Act or any other law or policy. Such waiver shall be binding on Owner and its heirs, successors in interests, and assigns.

5. Conditions of Approval. This Agreement shall be subject to all LAFCO Conditions:

a. Owner agrees to meet all LAFCO Conditions, including each of the following:

(i.) Owner shall provide LAFCO a completed contractual service agreement form along with the required application filing fee.

(ii.) Owner shall provide LAFCO a landowner-petition application to annex the Property to the City (“**Annexation Petition**”), along with the required filing fee.

(iii.) Owner shall provide LAFCO a signed copy of this Agreement.

b. Within 10 days after execution of this Agreement by all Parties, Owner shall record this Agreement with the Office of the County Recorder for San Diego County.

c. Owner shall execute and record an agreement approved by LAFCO that consents to annexation of the Property into the City, which Agreement shall run with the land and inure to and bind all successors in interest to the Property. Owner shall undertake all rezoning and associated environmental review and pay all associated City and LAFCO fees related to the annexation of the Property.

d. As a condition to annexation, Owner shall apply to the City to have the Property rezoned, a discretionary act that will require environmental review. At the time Owner files an Annexation Petition, Owner shall file a formal application for rezoning with the City and

CAO: 2/2/2022

shall diligently and in good faith prosecute such application to completion.

e. Owner shall be responsible for all LAFCO and City fees and charges in relation to the application for rezoning, application for annexation, Improvements, future wastewater service connection, or otherwise in relation to this Agreement.

f. This Agreement is limited to the provision of wastewater service to the existing one dwelling unit on the Property and shall not be construed to provide authority for the City's provision of any additional service in relation to the Property.

6. No Pre-Commitment; Final Action Subject to Environmental Review.

a. Notwithstanding any other provision of this Agreement, nothing herein shall commit or otherwise require the City, or be interpreted as requiring the City, to issue any permit, entitlement, or other approval in relation to the Improvements. Rather, the City and Owner acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may approve, disapprove, modify, or condition the Improvements, or any portion thereof, as otherwise authorized by law. Owner acknowledges and agrees that it is proceeding at its own risk and expense until such time as all required permits, entitlements, or other approvals are approved and without assurance that any required permits, entitlements, or other approvals will be approved.

b. The City shall not enter into any agreement that will allow for the construction of the Improvements until there has been appropriate compliance with CEQA. The City, through the planning process with Owner as to the Improvements, will identify the actions and activities that would be necessary to construct the Improvements and thereby facilitate meaningful environmental review.

7. Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of any of the following: (i) the Property is annexed into the City; or (ii) the Agreement is terminated by the City if Owner fails to meet any condition stated herein.

8. Indemnification. Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "**Claims**"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use of the Improvements by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Improvements, or any related construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall

CAO: 2/2/2022

apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

9. Miscellaneous.

12.1 *Governing Law.* This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

12.2 *Entire Agreement.* This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

12.3 *Amendment.* This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.

12.4 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

12.5 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

12.6 *Capacity.* Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

12.7 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

12.9 *Counterparts.* This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

CAO: 2/2/2022

12.10 *Severability*. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

12.11 *Notice*. All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

Director of Development Services
City of Escondido
201 North Broadway
Escondido, CA 92025

If to Owner:

Ferenc and Hajnalka "Dawn" Farkas
2314 Felicita Avenue
Escondido, CA 92025

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

12.12 *Covenants Run with Land*. So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner and its respective successors and assigns during the term of this Agreement. Further, the Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.

12.13 *Effective Date*. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

CAO: 2/2/2022

Out-of-Agency Service Agreement

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara, Mayor

OWNER(s)

Date: _____ By _____
Ferenc Farkas

Date: _____ By _____
Hajnalka "Dawn" Farkas

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

City of Escondido

CAO: 2/2/2022

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

FERENC AND HAJNALKA FARKAS

CAO: 2/2/2022

Exhibit A

Legal Description of Property

That certain real property in the County of San Diego, State of California, described as follows:

LOT 1 OF FELICITA KNOLLS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
ACCORDING TO MAP THEREOF NO. 4608, FILED IN THE OFFICE OF THE COUNTY RECORDER
OF SAID SAN DIEGO COUNTY, AUGUST 10, 1960

Exhibit B

Conditional Approval Letter



San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

April 6, 2022

Delivered Electronically:

Ms. Hajnalka “Dawn” Farkas
2314 Felicita Road
Escondido, California 92029
farkas6@gmail.com

**SUBJECT: Notice of Conditional Approval:
Contractual Wastewater Service Agreement for the City of Escondido to
serve 2314 Felicita Road (Assessor Parcel Number 238-320-01)**

Ms. Farkas:

This letter serves as formal notice of San Diego County Local Agency Formation Commission (LAFCO)’s conditional approval for the City of Escondido to establish contract wastewater service for your property located at 2314 Felicita Road. This conditional approval is authorized under my powers pursuant to Government Code Section 56133 and adopted LAFCO policy and substantiated based on a review of written documentation showing the existing septic system has failed and poses a threat to public health. The conditional approval extends one calendar year unless a time extension is requested and approved and follows a written recommendation from the County of San Diego Department of Environmental Health and Quality to immediately transition the property to public wastewater should it be available.

The conditional approval is limited to authorizing the City of Escondido to enter into an outside wastewater service agreement for only the existing residential dwelling unit comprising the affected territory. All approval conditions follow.

1. Receipt by San Diego LAFCO of a completed contractual service agreement form along with an application filing fee in the amount of \$480.38. This amount reflects a 75% fee reduction given documentation of a public health threat. The form is available online.

Administration

Keene Simonds, Executive Officer
2550 Fifth Avenue, Suite 725
San Diego, California 92103-6624
T 619.321.3380 F 619.404.6508
www.sdlafco.org

Joel Anderson
County of San Diego
Chair Jim Desmond
County of San Diego
Nora Vargas, Alt.
County of San Diego

Vice Chair Paul McNamara
City of Escondido
Mary Casillas Salas
City of Chula Vista
Kristi Becker, Alt.
City of Solana Beach

Chris Cate
City of San Diego
Marni von Wilpert, Alt.
City of San Diego

Jo MacKenzie
Vista Irrigation
Barry Willis
Alpine Fire Protection
David A. Drake, Alt.
Rincon del Diablo

Andy Vanderlaan
General Public
Harry Mathis, Alt.
General Public

2. Receipt by San Diego LAFCO of a landowner-petition application to annex the affected territory to the City of Escondido along with a filing fee in the amount of \$2,612.06. This amount includes a related boundary action involving County Service Area No. 135 and reflects a 75% fee reduction given documentation of a public health threat. The form is available online.

Given the underlying urgency, I agree to waive the requirement of a map and geographic description of the affected territory being submitted to LAFCO in conjunction with the other terms listed above. These documents, nonetheless, will be required to be submitted before an annexation proposal is presented for consideration by the Commission within the referenced one-year time frame.

Separate written confirmation of the completion of all conditions tied to this approval will be provided as appropriate and serve as official notice of your legal allowance to proceed with the contractual service with the City of Escondido.

Should you have any questions in the interim, please contact LAFCO Analyst Priscilla Allen by telephone or email at priscilla.allen@sdcounty.ca.gov.

On behalf of the Executive Officer,



Priscilla Allen,
Analyst I

Cc: Adam Finestone, City of Escondido
Ivan Flores, City of Escondido
Desiree Hogervorst, County of San Diego - DEH
Craig Caes, County of San Diego - DEH
Keene Simonds, San Diego LAFCO
Tamaron Lockett, San Diego LAFCO



STAFF REPORT

July 20, 2022

File Number 0600-10; A-3390

SUBJECT

CHANGE ORDERS AND AMENDMENT FOR THE SAN PASQUAL UNDERGROUNDING PROJECT

DEPARTMENT

Utilities Department, Construction and Engineering Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-100, authorizing change orders to the Public Improvement Agreement with Sukut Construction, LLC, in the amount of \$7,949,581.24 for the San Pasqual Undergrounding Project (“Project”); and adopt Resolution No. 2022-101, authorizing a Second Amendment to the Consulting Agreement with Arcadis U.S. Inc., in the amount of \$569,797.00 for the Project.

Staff Recommendation: Approval (Utilities: Christopher W. McKinney, Deputy City Manager/Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

FISCAL ANALYSIS

Funds for the change orders and second amendment are available in the Water Capital Improvement Project (“CIP”) No. 701701. Funding sources for the Project include IBank Loan Funding and reimbursement from the Vista Irrigation District (“District”), which is responsible for 50% of the project costs.

PREVIOUS ACTION

On June 3, 2009, the City Council adopted Resolution No. 2009-77, authorizing the Mayor and City Clerk to execute a consulting agreement with Black & Veatch Corporation in the amount of \$232,710.00, for engineering services to perform a study investigating the feasibility of undergrounding a portion of the Escondido Canal between Lake Henshaw and Lake Wohlford, within the San Pasqual Indian Reservation.

On November 2, 2016, the City Council adopted Resolution No. 2016-156, adopting the Environmental Assessment/Mitigated Negative Declaration for the San Pasqual Undergrounding Project (ENV 15-0016).

On June 13, 2018, the City Council adopted Resolution No. 2018-94, authorizing the Mayor and City Clerk to execute a consulting agreement with Michael Baker International, Inc. in the amount of \$1,563,297.50 for the design of the San Pasqual Undergrounding Project. On June 29, 2018, a First Amendment with



CITY of ESCONDIDO

STAFF REPORT

Michael Baker International, Inc. was executed to add prevailing wage and Department of Industrial Relations language to the original consulting agreement. No cost was associated with the First Amendment.

On June 13, 2018, the City Council adopted Resolution No. 2018-95, authorizing the Mayor and City Clerk to execute a consulting agreement with Helix Environmental Planning, Inc. in the amount of \$100,000 for environmental consulting services.

On May 22, 2019, the City Council adopted Resolution No. 2019-79, authorizing a proposed Agreement among the City of Escondido, Vista Irrigation District, and the San Pasqual Band of Mission Indians for Conveyance of an Easement necessary for the San Pasqual Undergrounding Project.

On May 26, 2021, the City Council adopted Resolution No. 2021-71, authorizing the Deputy City Manager / Director of Utilities to submit an application to IBank requesting \$25 million in financing (the "Obligation") for the Project, declaring the City of Escondido's ("City's") intent to reimburse IBank, and approving certain related matters to the financing application.

On August 25, 2021, the City Council adopted Resolution No. 2021-120, authorizing Authorized Officers (as such term is defined in Section 3 of Resolution No. 2021-120) to execute, on behalf of the City, an Installment Sale Agreement (a type of Financing Agreement) with the California Infrastructure and Economic Development Bank ("IBank") for \$25 million in funding for the San Pasqual Undergrounding Project.

On October 13, 2021, the City Council adopted Resolution No. 2021-121, authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$31,712,890 with Sukut Construction, LLC, the lowest responsive and responsible bidder, for construction of the San Pasqual Undergrounding Project.

On October 13, 2021, the City Council adopted Resolution No. 2021-122, authorizing the Mayor to execute a Second Amendment to the Consulting Agreement with Michael Baker International, Inc., in the amount of \$727,633, for engineering services during construction of the Project.

On October 13, 2021, the City Council adopted Resolution No. 2021-123, authorizing the Mayor to execute a Consulting Agreement in the amount of \$2,165,993 with Arcadis U.S. Inc., for construction management services for the Project. On January 31, 2022, a First Amendment with Arcadis U.S. Inc. was executed to correct a price error in the original scope of work. No cost was associated with the First Amendment.

On October 13, 2021, the City Council adopted Resolution No. 2021-162, authorizing the Mayor to execute a Mitigation and Monitoring Agreement with the San Pasqual Band of Mission Indians for Native American monitoring activities and the protection of Native American cultural resources during the Project construction.



CITY of ESCONDIDO

STAFF REPORT

On October 13, 2021, the City Council approved a Budget Adjustment in the amount of \$28,000,000 for CIP No. 701701.

BACKGROUND

In 1969, five local Indian Bands, and the United States on their behalf, sued the City and the District, claiming that the City's and the District's diversion of San Luis Rey River flows deprived the Bands of adequate water on their reservations located downstream of the Diversion Dam. After nearly five decades of litigation and negotiations, the parties approved the San Luis Rey Indian Water Rights Settlement Agreement ("Settlement Agreement," effective May 17, 2017). The parties to the agreement are the United States (acting through the Secretary of the Interior and the Attorney General of the United States); the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians; the San Luis Rey Indian Water Authority; the City; and the District. The Settlement Agreement stipulates that portions of the Escondido Canal that cross the San Pasqual Indian Reservation must be replaced with an underground pipeline. The undergrounding of the canal, known as the San Pasqual Undergrounding Project, must be completed within six years of the effective date of the Settlement (May 17, 2023). If the project is not completed within the six-year window, the City and the District must pay damages of \$1,000 per day to the San Pasqual Band until the Project is completed.

The Project will remove, relocate, and replace approximately 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation. The overall project consists of four primary elements:

- (1) The construction of a new desilting basin and associated access road on the San Pasqual Indian Reservation along the existing Escondido Canal alignment where the canal first enters the northern edge of the Reservation.
- (2) The replacement of approximately one-half mile of existing canal with a shallowly buried 60-inch wide by 48-inch high precast concrete box culvert within the existing Escondido Canal right-of-way.
- (3) The replacement of approximately two miles of existing canal with a buried 60-inch pipeline within new alignments crossing the San Pasqual Indian Reservation, private lands, and public right-of-way in North Lake Wohlford Road. The downstream connection to the existing underground pipeline will be at a location south of Paradise Mountain Road near North Lake Wohlford Road. No pumping will be required to convey flows through the proposed underground pipeline.
- (4) The abandonment of approximately two miles of the existing Escondido Canal, and the rehabilitation of the land formerly occupied by the canal by means of partial demolition, grading, and reestablishment of drainage.

In October 2021, a Public Improvement Agreement for the first three elements listed above was awarded by City Council to Sukut Construction, LLC. All three elements are currently in construction. Due to the length of time required to construct the first three elements, construction had to be started prior to the



CITY of ESCONDIDO

STAFF REPORT

completion of the design of the fourth element, the abandonment and rehabilitation section, in order to meet the Project completion deadline of May 17, 2023 in the Settlement Agreement.

This request includes the fourth primary element listed above. By including the fourth element in the change orders, several efficiencies would be realized such as: moving dirt once - as the trench for the 60-inch pipeline is excavated the dirt can be transported directly to fill the section of the canal that is to be abandoned and rehabilitated; the contractor can use the same project manager and engineer, staging areas, and construction trailer for all four Project elements.

The requested change orders also include funds for additional paving of N. Lake Wohlford Road required by the County of San Diego, and delays to the contractor due to the investigation of artifacts found during the start of construction. The change orders would also provide the necessary funds to pay for any potential future changes arising from unforeseen circumstances in a timely manner and avoid the costly decision to stop the contractor's progress due to insufficient funds. If any of these funds are not used, they will remain with the City.

The Overview Figure below shows the locations of the new facilities and the existing canal alignment.



Scale: 1" = 525 ft

San Pasqual Undergrounding Project Overview Figure



CITY of ESCONDIDO

STAFF REPORT

The Engineer's estimate for the first three Project elements was \$40,217,890, and \$5,855,722 for the fourth element, resulting in a total estimated construction cost of \$46,073,612. With these change orders, the actual total cost of construction would be \$39,662,471.24 for all four Project elements.

Arcadis U.S., Inc., has been instrumental in providing full time construction management and inspection services for the Project to date. The proposed Second Amendment with Arcadis would include full time construction management and field inspection services, special inspections and material testing, and environmental and biological monitoring for the abandonment and rehabilitation section, and extend construction management services through the end of the construction period.

The proposed change orders would add an additional 57 calendar days to the construction contract, resulting in construction completion in late April 2023. Approval of these change orders, second amendment, and the subsequent completion of construction, would fulfill the San Pasqual Undergrounding Project component of the Settlement Agreement.

RESOLUTIONS

- A. Resolution No. 2022-100
- B. Resolution No. 2022-101
- C. Resolution No. 2022-101 Exhibit "A"

ATTACHMENTS

- A. Attachment "1" – San Pasqual Undergrounding Project Change Order



City of Escondido
Utilities Construction Management
1521 South Hale Avenue
Escondido, CA 92029

*San Pasqual
Undergrounding Project
Change Order No. 3*

Project: San Pasqual Undergrounding Project

**Public Improvement Agreement No. A- 3377
Account # 5203-556-410-701701**

**Contractor: Sukut Construction, LLC
4010 W. Chandler Avenue
Santa Ana, CA 92704**

**PO 39209 / 39210
Change Order Number: 3**

Description of change(s): Contract basis of change order is under Contract General Conditions Article 10.1, CHANGES IN THE WORK, using the Lump Sum pricing method (under Contract General Conditions Article 11.1).

See pages 2-3 for continuation.

This change is owner-requested. The agreed-upon cost of this Change Order (CO) 03 is \$7,808,300.00. A total of 57 calendar days are added to the contract. The CO includes all overhead and profit as related in the Contract General Conditions Article 11.3 and represents accord and satisfaction between the City of Escondido and Sukut Construction, LLC.

Notice to Proceed: 1/10/2022 Contract Duration: 400 calendar days (excluding holidays) Original Contract: \$31,712,890.00	Agreed Upon Lump Sum	Unit Prices	Costs Plus	Calendar Days Added	Total Revised Contract Days	Completion Date
CO 01: Delay for investigation of artifacts			\$141,281.24	TBD		
CO 02: Change in design of CIP wall	\$0			0	0	2/23/2023
CO 03: Addition of SPUP Canal Abandonment Work and Additional Paving on N. Lake Wohlford Rd.	\$7,808,300.00			57	57	4/21/2023
Total	\$7,808,300.00		\$141,281.24	57	457	4/21/2023
Amended Contract Amount: \$ 39,662,471.24			Amended Contract Completion Date: 4/21/2023			

Description of Change(s):

By means of this change order, the following work is added to the San Pasqual Undergrounding Project (SPUP):

1. Abandonment of approximately 2.2 miles of the existing Escondido Canal by filling or converting to an earthen channel, installation of drainage pipelines, installation of erosion control, demolition and removals of existing fencing, structures, concrete, and other features, as well as miscellaneous asphalt and concrete work and tree trimming and removals, coordination with Undergrounding Project work as described (**Items 1-8**): and;
2. Additional paving required by The County of San Diego to provide a complete asphalt grind and overlay on Lake Wohlford Road in lieu of the trench paving specified in the original SPUP documents and bid items.

This work will add 57 calendars days to the SPUP Contract.



City of Escondido
Utilities Construction Management
1521 South Hale Avenue
Escondido, CA 92029

San Pasqual
Undergrounding Project
Change Order No. 3

Description of all work in accordance with SPUP Canal Abandonment Documents (Items 1-8):

	<u>Increase</u>	<u>Decrease</u>	<u>Time</u>
Item No. 1: Mobilization, Demobilization, and General Conditions	\$135,000.00		57 Cal. Days
Item No. 2: Demolish existing raw water canal, provide import material and transportation of site fill materials, perform fill and finish grading of abandoned canal. Provide and perform all traffic control necessary for safe access and egress to locations of the work.	\$2,419,700.00		
Item No. 3: Provide services of certified arborist, perform trimming and removal of oak trees, non-oak trees, and other brush and vegetation. Grind trimmings/brush for use onsite as mulch. Stage trimmed timber at location to be coordinated with San Pasqual Tribe. Timber to remain property of San Pasqual Tribe.	\$617,000.00		
Item No. 4: Amend SPUP SWPPP to incorporate Canal Abandonment Work. Include all BMP implementation & maintenance, temporary controls, monitoring, inspection, and reporting. Provide and install post construction BMPs including mulch, straw tubes, and bonded fiber matrix with native vegetation seed mix.	\$434,500.00		
Item No. 5: Provide for removal/replacement of unsuitable subgrade material, provide for rock excavation utilizing breaker, provide rock excavation utilizing drill & blast.	\$50,200.00		
Item No. 6: Demolish and remove existing elevated flumes and bridges. Include all equipment necessary to complete demolition with constraints imposed by environmental/site conditions and limited access & egress resulting from environmentally sensitive areas. Maintain access for residents. Demolish and remove existing canal fence inclusive of posts and footings. Grade all areas of demolition/removal to match existing contours.	\$417,000.00		
Item No. 7: Provide/Install Controlled Low Strength Material, Concrete fill inside canal, ¼ ton rip rap pads, culvert pipes, and concrete culvert headwalls, where indicated in SPUP Canal Abandonment Documents.	\$138,400.00		
Item No. 8: Construct Concrete and Asphalt Driveways	\$46,500.00		

Description of all work for additional paving requirements (Items 9-11):

Item No. 9: Revise paving at N. Lake Wohlford Road to include full-width complete 2.5” grind, overlay, and seal	\$710,000.00		
Item No. 10: Bid allowance for Delays caused by Biologist, Archaeologist, or Native American Monitor Findings during performance of SPUP Canal Abandonment Work	\$40,000.00		
Item No. 11: Bid allowance for Field Orders	\$2,800,000.00		

Change Order No. 3 Total Amount	\$7,808,300.00	57 cal. days
---------------------------------	-----------------------	---------------------

<i>Total Amount Change Orders No. 1 through 3</i>	\$7,949,581.24	57 cal. days
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City of Escondido
Utilities Construction Management
1521 South Hale Avenue
Escondido, CA 92029

*San Pasqual
Undergrounding Project
Change Order No. 3*

Reason for change(s):

Canal abandonment and restoration is a requirement of the **San Luis Rey Settlement and Implementing Agreements**.

The San Pasqual Undergrounding Project (SPUP), resulting from The San Luis Rey Settlement and Implementing Agreements, consists of four primary elements:

- (1) The construction of a new desilting basin and associated access road on the San Pasqual Reservation, along the existing Escondido Canal alignment, where the canal first enters the San Pasqual Reservation.
- (2) The replacement of about 2,000 feet of existing canal with a buried 60-inch pipeline within the existing Escondido Canal ROW.
- (3) The replacement of another approximately 2 miles of existing canal with a buried 60-inch pipeline within new alignments crossing the San Pasqual Indian Reservation, private lands, and public ROW in N. Lake Wohlford Road.
- (4) The removal of approximately 2 miles of the existing Escondido Canal that are dewatered when the pipeline is complete, and the reclamation of the land formerly occupied by the canal by means of demolition, debris removal, grading, and re-establishment of drainage, as well as any associated mitigation of environmental impacts that may be required.

SPUP Change Order No. 3 incorporates the works necessary to complete the removals of the Escondido Canal as detailed in item 4, above.

Grind and overlay along pipe alignment within Lake Wohlford Road is required by County of San Diego.

The Project Team, Construction Manager, and Contractor have negotiated an approach to performance of the additional work that will maximize efficiencies in execution of the work and provide the best possible value to the Project.

*** End of Change Order ***

RESOLUTION NO. 2022-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO EXECUTE, ON BEHALF OF THE CITY, CHANGE ORDERS TO THE PUBLIC IMPROVEMENT AGREEMENT WITH SUKUT CONSTRUCTION, LLC, FOR THE SAN PASQUAL UNDERGROUNDING PROJECT

WHEREAS, on October 13, 2021, the City Council adopted Resolution No. 2021-121 authorizing execution of a Public Improvement Agreement with Sukut Construction, LLC, in the amount of \$31,712,890 for the construction of the San Pasqual Undergrounding Project (“Project”); and

WHEREAS, the Project will remove, relocate, and replace approximately 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation and consists of four major components: desilting basin, replace in-place box culvert, pipeline, and abandonment and rehabilitation section; and

WHEREAS, the City of Escondido (“City”) desires to construct the abandonment and rehabilitation section of the Project; and

WHEREAS, encountering unforeseen and differing site conditions and additional requirements from the County of San Diego have resulted in additional project costs; and

WHEREAS, the City Council recognizes that approval of change orders for the Project is required to continue and complete construction; and

WHEREAS, City staff have completed negotiations with Sukut Construction, LLC, and the Deputy City Manager / Director of Utilities recommends authorization of change orders to the Public Improvement Agreement with Sukut Construction, LLC, in the amount of \$7,949,581.24, bringing the total contract value to \$39,662,471.24 to complete the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said change orders.

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 Mayor and City Council accepts the recommendation of the Deputy City Manager / Director of Utilities.
3. That the City Council authorizes the Deputy City Manager / Director of Utilities and his or her designee to execute, on behalf of the City, change orders to the Public Improvement Agreement with Sukut Construction, LLC.

RESOLUTION NO. 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDEMENT TO THE CONSULTING AGREEMENT WITH ARCADIS U.S., INC. FOR CONSTRUCTION MANAGEMENT OF THE SAN PASQUAL UNDERGROUNDING PROJECT

WHEREAS, on October 13, 2021, the City Council adopted Resolution No. 2021-121 authorizing execution of a Public Improvement Agreement for the construction of the San Pasqual Undergrounding Project ("Project") in the amount of \$31,712,890; and

WHEREAS, the Utilities Engineering and Construction Division is currently managing the design and construction for multiple large Capital Improvement Program ("CIP") projects; and

WHEREAS, on October 13, 2021, the City Council adopted Resolution No. 2021-123 authorizing execution of a Consulting Agreement in the amount of \$2,165,993 with Arcadis U.S., Inc. for construction management services for the San Pasqual Undergrounding Project; and

WHEREAS, City staff have completed negotiations with Arcadis U.S., Inc. and the Deputy City Manager / Director of Utilities recommends that the Second Amendment to the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$569,797.

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 Mayor and City Council accepts the recommendation of the Deputy City Manager / Director of Utilities.

3. That the City Council authorizes the City Manager and his or her designee to execute, on behalf of the City, a Second Amendment to the Consulting Agreement with Arcadis U.S., Inc. in substantially the same format as Exhibit "A" which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This Second Amendment to Consulting Agreement (“Second Amendment”) is made and entered into as of this ____ day of _____, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Randy Manns
 760-839-6290, ext. 7031
 ("CITY")

And: Arcadis U.S., Inc.
 a Delaware corporation
 9620 Chesapeake Drive, Suite 6
 San Diego, CA 92123
 Attn: Rick Farr
 858-535-8539
 ("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties entered into that certain Consulting Agreement dated November 8, 2021, which was subsequently amended by a First Amendment dated January 31, 2022 (collectively, the “Agreement”), wherein CITY retained CONSULTANT to provide construction management services for the San Pasqual Undergrounding Project, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in “Attachment A” to this Second Amendment, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. The CONSULTANT shall furnish all of the Services described in “Attachment A” to this Second Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of

\$569,797, pursuant to the conditions contained in "Attachment A" to this Second Amendment.

3. All other terms of the Agreement not referenced in this Second Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Second Amendment, this Second Amendment shall prevail.
4. This Second Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Second Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Second Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Second Amendment, the effective date of this Second Amendment shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Second Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Sean McGlynn, City Manager

Arcadis U.S., Inc.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

Arcadis U.S., Inc., a Delaware corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with full-service construction management ("CM") services related to the City's San Pasqual Undergrounding project ("Project").

B. Location

Consultant to provide services at the Project site located along North Lake Wohlford Road, between Woods Valley Road and North Canal Road. See Exhibit 1, which is attached to this Scope of Work and incorporated herein by this reference, for the Project site map. The Project also encompasses work within the San Pasqual Reservation. See Section F for special conditions regarding Project access.

C. Services

The services described in the Agreement shall remain unchanged pursuant to this Second Amendment.

D. Contract Price and Payment Terms

The contract price of this Second Amendment shall not exceed **\$569,797**. The contract price of this Second Amendment (\$569,797) shall bring the total contract price of this Agreement to \$2,735,790. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

Task No.	Task Description	Total Cost
1	Coordination	\$39,360
2	Inspection	\$305,760
5	Subcontract Management – Special Inspection Services	\$55,000
6	Subcontract Management - Environmental Services	\$169,677
	Total	\$569,797

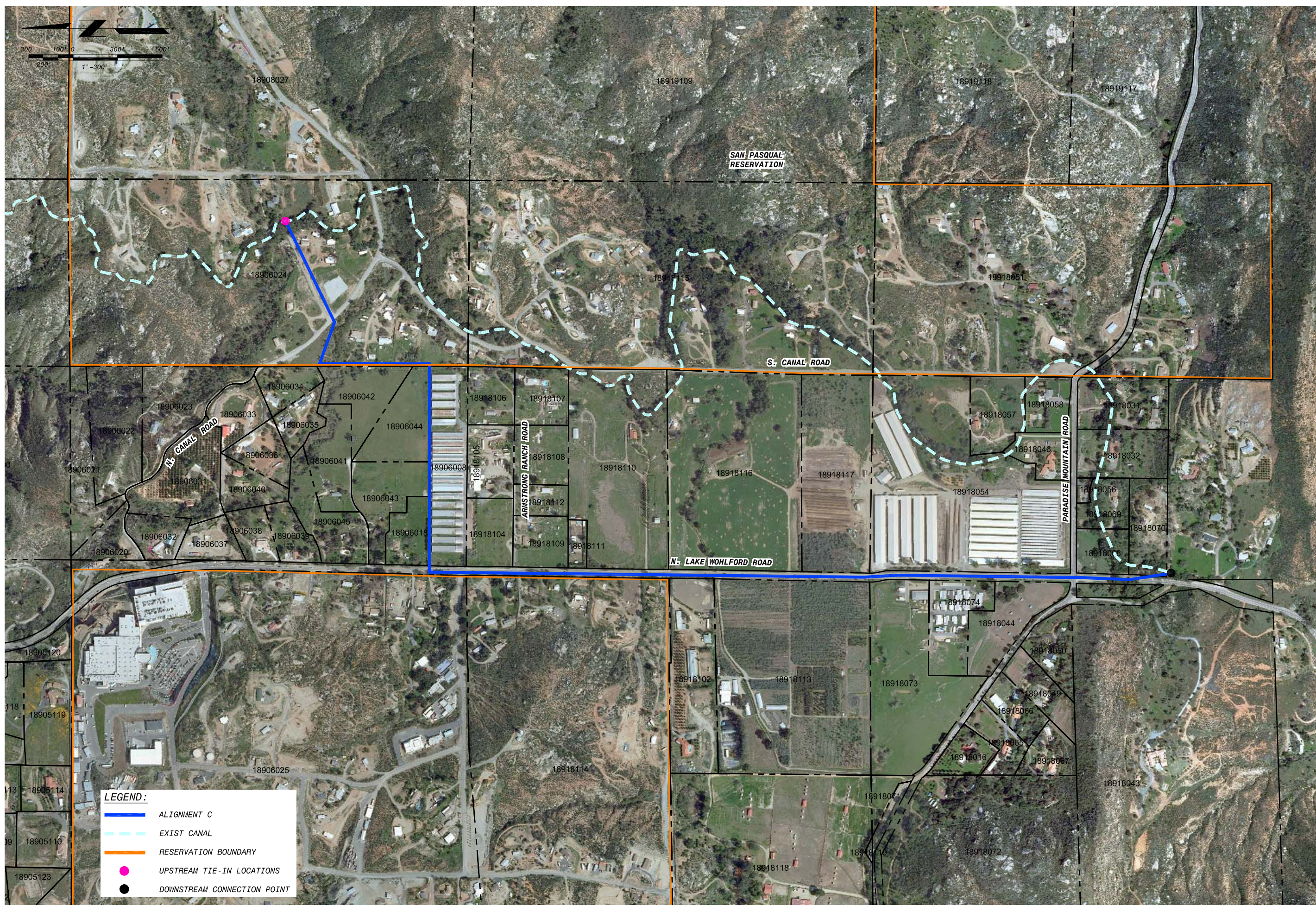
Consultant's rates for services are calculated on a "time and materials" basis in accordance with Exhibit 2 to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain in effect throughout the term of this Second Amendment.

E. Term

The term of this Second Amendment shall be from the Effective Date of this Second Amendment through **August 31, 2023**.

F. Other

Consultant understands and acknowledges that the Project encompasses work within the San Pasqual Reservation, County of San Diego right-of-way, and private properties. Strict guidelines are enforced and special permission is required prior to any contractor, subcontractor, consultant or subconsultant entering the San Pasqual Reservation on behalf of this Project.



LEGEND:

- ALIGNMENT C
- - - EXIST CANAL
- - - RESERVATION BOUNDARY
- UPSTREAM TIE-IN LOCATIONS
- DOWNSTREAM CONNECTION POINT

Item 13.	
NO. B	REVISED
DATE	REVISIONS AND RECORD OF ISSUE
CYNET ID:	XREF1 ID:
SAVED: LA128155, 2/24/2010 2:27:57 PM	XREF2 ID:
DWG VER #:	XREF3 ID:
PLOTTED: LA128155, 4/12/2010 12:10:52 PM	XREF4 ID:
USER: LA128155	XREF5 ID:
LSW:	



ESCONDIDO CANAL UNDERGROUND
 FEASIBILITY STUDY CITY OF ESCONDIDO/
 VISTA IRRIGATION DISTRICT
 PREFERRED ALIGNMENT C

DESIGNED:	PROJECT NO.
DETAILED:	165224
CHECKED:	FIG 1-2
APPROVED:	SHEET OF 136
DATE:	

Exhibit 2

City of Escondido Utilities Construction and Engineering Department																										
Construction Management Services for the San Pasqual Undergrouding Project																										
Field Staff Resource Plan and Level of Effort (Hours per month)																										
Based on Project Specification Schedule																										
Project Description/Resource Plan	Firm	Personnel	% of Total Hours	PRE-CON		CONSTRUCTION PHASE (by number of months)																Close-Out		Total	Rate	Category Labor
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
San Pasqual Undergrouding Project																										
Principal in Charge	Arcadis	Rick Farr CCM	3%	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	320	\$ 250.00	\$80,000.00
Construction Manager	Arcadis	Nariman Khomamizadeh PE	37%	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	3200	\$ 182.00	\$582,400.00
Construction Inspector	Arcadis	Erik Anderson	36%		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	3192	\$ 180.00	\$574,560.00
Prevailing Wage Rate																										
Asneeded Construction Inspector nights and Demo for Canal	Arcadis	Allen Day	8%				80																752	\$ 175.00	\$131,600.00	
Prevailing Wage Rate																										
Document Control - Admin	Arcadis	Annette Holenbeck	18%	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	1600	\$ 80.00	\$128,000.00	
Geotechnical / Special Inspections	Ninyo and Moore	CWL, ACL, ICC, ECT	TBD																				0	\$ 70,000.00	\$70,000.00	
Task 6 Environmental Services	Helix		TBD																				0		\$584,433.00	
Other Expenses Printer and all office supplies if required (not including internet)	Arcadis	NA	TBD																				0	\$ -	\$15,000.00	
Office and Overhead (Within in Rate of each resource)	Arcadis	NA	NA																				0	\$ -	\$-	
	Arcadis																						0	\$ -	\$-	
			Category Subtotal	240	408	408	488	408	408	408	408	408	408	408	408	408	408	408	408	408	408	408	424	8760		\$2,165,993.00
* Extended Services																										
																										\$0
Original Contract Fee																										
																										\$ 2,165,993.00
City of Escondido Utilities Construction and Engineering Department																										
Construction Management Services for the San Pasqual Undergrouding Project																										
Abandonment section of the San Pasqual Undergrouding Project - Additional Field Staff Resource Plan and Level of Effort (Hours per month)																										
Based on Project Specification Schedule																										
Project Description/Resource Plan	Firm	Personnel	% of Total Hours	PRE-CON		CONSTRUCTION PHASE (by number of months)																Close-Out		Total	Rate	Category Labor
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
San Pasqual Undergrouding Project																										
Principal in Charge	Arcadis	Rick Farr CCM	NA																					0	\$ 250.00	\$-
Project Coordination	Arcadis	Amie Wingler	NA								16	16	16	16	16	16	16	16	16	16	16	16	16	192	\$ 205.00	\$39,360.00
Construction Manager	Arcadis	Nariman Khomamizadeh PE	NA																					0	\$ 182.00	\$-
Construction Inspector	Arcadis	Erik Anderson	NA																					0	\$ 180.00	\$-
Prevailing Wage Rate																										
Asneeded Construction Inspector nights and Demo for Canal	Arcadis	Allen Day	NA																					0	\$ 175.00	\$-
Prevailing Wage Rate																										
Fulltime Construction Inspection Canal abandonment and Restoration	Arcadis	Ron Seale									168	168	168	168	168	168	168	168	168	168	168	168	168	1680	\$ 182.00	\$305,760.00
Document Control - Admin	Arcadis	Annette Holenbeck	NA																					0	\$ 80.00	\$-
Geotechnical / Special Inspections	Ninyo and Moore	CWL, ACL, ICC, ECT	NA																					0	\$ 55,000.00	\$55,000.00
Helix Environmental / Biological Services	Helix		NA																				0		\$169,677.00	
Other Expenses Printer and all office supplies if required (not including internet)	Arcadis	NA	NA																					0	\$ -	\$-
Office and Overhead (Within in Rate of each resource)	Arcadis	NA	NA																					0	\$ -	\$-
	Arcadis																							0	\$ -	\$-
			Category Subtotal	0	0	0	0	0	0	0	168	168	168	168	168	168	168	168	168	168	168	168	16	1696		\$569,797.00
Total Proposed Amendment Fee																										
																										\$ 569,797.00
Total Project Fee																										
																										\$ 2,735,790.00



STAFF REPORT

July 20, 2022

File Number 0600-10; A-3419

SUBJECT

BODY WORN CAMERAS AND CONDUCTED ENERGY WEAPONS PURCHASE

DEPARTMENT

POLICE DEPARTMENT

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-95 authorizing the Mayor to sign a five-year agreement to purchase Body Worn Cameras and Conducted Energy Weapons through a Sole Source purchase with Axon Enterprises, Inc. to provide the hardware, software, licenses, training and service.

Staff Recommendation: Approval (Police Department: David Cramer, Interim Chief)

Presenter: David Cramer, Interim Chief

FISCAL ANALYSIS

The hardware, software, licenses, training, and service contract will total \$1,532,138.73 for the five-year period. The first year's costs have been allocated in the approved FY 2022-23 City of Escondido Operating Budget.

PREVIOUS ACTION

City Council adopted and approved Resolution No. 2019-84 on June 5, 2019 authorizing the purchase of Body Worn Camera Equipment.

BACKGROUND

Adoption of Resolution 2022-95 will allow the Mayor to execute a five-year contract for Body Worn Camera and Conducted Energy Weapon equipment, hardware, software, licenses, training and service contract.

In 2019 the Finance Department conducted a formal request for bids to establish the most cost effective body worn camera system provider. Six camera vendors provided bids. Three vendors did not meet all the bid specifications and were deemed non-responsive. Three were selected to perform demonstrations of their products and services. Axon Enterprises, Inc. provided the lowest responsive bid.



CITY of ESCONDIDO

STAFF REPORT

In an effort to maintain consistency and interoperability between the current evidence management system and services, the purchase from Axon Enterprises, Inc. is in the best interest of the department and the community.

The Axon Body 3 and the Taser 7 include the most technically efficient hardware. The Taser 7 features a more accurate aiming system than previous versions and has a dual probe system that can be selected for targets at varying distances. The Taser 7 has a feature that turns on the officers Body Worn Camera whenever the Taser is activated. The use of this integrated system encourages police professionalism and courtesy, and provides for transparency with the public.

Per EMC Section 10-102(b), when the item is required to be compatible with other equipment presently on hand and is to be purchased from the supplier, or EMC Section 10-102 (d), when the city manager has declared in writing a specific brand or specialized piece of equipment is required to meet quality and performance criteria, and a substitute item would not meet or exceed the specified criteria, the specialized piece of equipment may be considered a sole source. Accordingly, approval has been received from the City Manager to consider Axon Enterprises, Inc. as a sole source provider of this equipment.

The five-year contract includes 166 Axon Body 3 cameras with evidence and records management capabilities; 100 Taser 7s conducted energy weapons; the combination of basic license, including storage; and camera bundles including equipment and docking stations. Services and products provided shall also include all necessary licenses. The annual breakdown of costs is:

Year 1: \$429,698.97
 Year 2: \$275,609.94
 Year 3: \$275,609.94
 Year 4: \$275,609.94
 Year 5: \$275,609.94
 Total Price: \$1,532,138.75

RESOLUTIONS

- a. Resolution No. 2022-95
- b. Resolution No. 2022-95 Exhibit "A"



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Lt. Craig Miller
760-839-4704
("CITY")

And: Axon Enterprise, Inc.
a Delaware corporation
17800 N. 85th Street
Scottsdale, AZ 85255
Attn: Chris Morton
206-310-6165
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. Compensation. In exchange for CONTRACTOR’s completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$1,532,138.73**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY’s prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 30 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the

addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with

any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that

as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

Axon Enterprise, Inc.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

A. **General**

Axon Enterprise, Inc., a Delaware corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with body worn camera ("BWC") and conducted energy weapon ("CEW") hardware, software, user licenses, training, and related services.

B. **Location**

Contractor will provide services at various locations including the City's Police and Fire Headquarters located at 1163 N. Centre City Parkway, Escondido, CA 92026.

C. **Services**

Contractor will provide BWC and CEW hardware, software, user licenses, training, and related services as more particularly described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of any conflict between Exhibit 1 and this Agreement (including this Scope of Work), the terms of this Agreement shall prevail.

Contractor shall provide the following items pursuant to this Agreement:

1. 100 Taser 7s, the most effective TASER weapon, with streamlined workflows and breakthrough training; and
2. 166 Axon Body 3 cameras, with evidence and records management capabilities.

Service bundles provided by Contractor under this Agreement include:

1. The combination of basic license, which includes storage, and camera bundles, including equipment and docking stations.

Services and products provided under this Agreement shall also include all necessary licenses, including but not limited to:

1. Taser 7 Evidence.com License;
2. Respond Device License;
3. Auto Tagging License;
4. Basic User License;
5. Pro User License; and
6. Axon Air UAS License.

Contractor offers warranties and camera/docking stations along with refreshes every two and a half years. Contractor shares license tier Frequently Asked Questions at: https://my.axon.com/s/article/License-Tier-Frequently-Asked-Questions?language=en_US.

Contractor's Master Services and Purchasing Agreement is attached to this Scope of Work as **Exhibit 2** and incorporated by this reference. In the event of any conflict between Exhibit 2 and this Agreement (including this Scope of Work), the terms of this Agreement shall prevail.

D. **Scheduling**

Inquiries relating to this Agreement, including scheduling and service issues, may be directed to:

1. Lisa Rodelo at lrodelo@escondido.org or 760-839-4905; or
2. Emily Baeza at ebaeza@escondido.org or 760-839-4927.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$1,532,138.73**. The contract price includes all labor, materials, equipment, and transportation required to perform the services described in Section C of this Scope of Work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The service rates as described in Exhibit 1 shall remain in effect throughout the term of this Agreement.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **July 31, 2027**.

G. Other

Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Exhibit "1"

Issued: 06/15/2022

Quote Expiration: 07/31/2022

Estimated Contract Start Date: 08/01/2022

Account Number: 106771
 Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice-1163 N Centre City Pkwy 1163 N Centre City Pkwy Escondido, CA 92026-3423 USA	Escondido Police Dept. - CA 1163 N Centre City Pkwy Escondido, CA 92026-3423 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Morton Phone: +1 2063106165 Email: cmorton@axon.com Fax:	Craig Miller Phone: (760) 522-0449 Email: cmiller@escondido.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,467,788.40
ESTIMATED TOTAL W/ TAX	\$1,532,138.73

Discount Summary

Average Savings Per Year	\$107,248.20
TOTAL SAVINGS	\$536,241.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2022	\$407,962.52	\$21,736.45	\$429,698.97
Jul 2023	\$264,956.47	\$10,653.47	\$275,609.94
Jul 2024	\$264,956.47	\$10,653.47	\$275,609.94
Jul 2025	\$264,956.47	\$10,653.47	\$275,609.94
Jul 2026	\$264,956.47	\$10,653.47	\$275,609.94
Total	\$1,467,788.40	\$64,350.33	\$1,532,138.73

Exhibit "1"

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$2,0

\$1,681,503.00

\$1,467,788.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
OSP7	2021 - OFFICER SAFETY PLAN 7	100	60	\$202.57	\$159.00	\$139.15	\$834,918.29	\$43,400.55	\$878,318.84
BWCamTAP	Body Worn Camera TAP Bundle	66	60	\$37.94	\$28.00	\$28.00	\$110,879.44	\$8,593.15	\$119,472.59
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	\$74.80	\$29.50	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
75015	SIGNAL SIDEARM KIT	66			\$249.00	\$249.00	\$16,434.00	\$1,273.65	\$17,707.65
AB3C	AB3 Camera Bundle	166			\$699.00	\$678.03	\$112,552.98	\$8,722.86	\$121,275.84
AB3MBD	AB3 Multi Bay Dock Bundle	21			\$1,495.00	\$1,450.15	\$30,453.15	\$2,360.12	\$32,813.27
A la Carte Software									
73682	AUTO TAGGING LICENSE	166	60		\$9.00	\$9.00	\$89,640.00	\$0.00	\$89,640.00
73449	RESPOND DEVICE LICENSE	66	60		\$5.00	\$5.00	\$19,800.00	\$0.00	\$19,800.00
20248	TASER 7 EVIDENCE.COM LICENSE	15	60		\$5.00	\$0.00	\$0.00	\$0.00	\$0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	60		\$24.00	\$15.59	\$61,748.94	\$0.00	\$61,748.94
100112	AXON AIR, E.COM PILOT DATA LIC	6	60		\$30.00	\$24.00	\$8,640.00	\$0.00	\$8,640.00
12023	AXON AIR, CLASS 2 UAS LICENSE	2	60		\$279.00	\$186.93	\$22,431.60	\$0.00	\$22,431.60
12022	AXON AIR, CLASS 1 UAS LICENSE	10	60		\$167.00	\$125.25	\$75,150.00	\$0.00	\$75,150.00
ProLicense	Pro License Bundle	11	60		\$39.00	\$39.00	\$25,740.00	\$0.00	\$25,740.00
BasicLicense	Basic License Bundle	66	60		\$15.00	\$15.00	\$59,400.00	\$0.00	\$59,400.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,467,788.40	\$64,350.33	\$1,532,138.73

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	100	07/01/2022
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	07/01/2022
2021 - OFFICER SAFETY PLAN 7	20018	TASER 7 BATTERY PACK, TACTICAL	120	07/01/2022
2021 - OFFICER SAFETY PLAN 7	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	07/01/2022
2021 - OFFICER SAFETY PLAN 7	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	80	07/01/2022
2021 - OFFICER SAFETY PLAN 7	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	20	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	300	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	200	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	300	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	200	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	200	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	200	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	07/01/2022
2021 - OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	07/01/2022
2021 - OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	07/01/2022
2021 - OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	200	07/01/2022
2021 - OFFICER SAFETY PLAN 7	74200	TASER 7 6-BAY DOCK AND CORE	1	07/01/2022
2021 - OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	100	07/01/2022
2021 - OFFICER SAFETY PLAN 7	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	07/01/2022
2021 - OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	07/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	183	07/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	166	07/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	5	07/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	183	07/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	21	07/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	21	07/01/2022
A la Carte	75015	SIGNAL SIDEARM KIT	66	07/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	200	07/01/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	200	07/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	200	07/01/2024
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	200	07/01/2024
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	200	07/01/2024
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	200	07/01/2024
2021 - OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	103	01/01/2025
2021 - OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	13	01/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	01/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	68	01/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	200	07/01/2025
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	200	07/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	200	07/01/2026
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	200	07/01/2026
2021 - OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	103	07/01/2027

Exhibit "1"

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	13	07/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	07/01/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	68	07/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	100	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	1	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	100	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	100	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	100	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	73687	EVIDENCE.COM VIEWER LICENSE	1	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	100	08/01/2022	07/31/2027
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	08/01/2022	07/31/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	66	08/01/2022	07/31/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	33	08/01/2022	07/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	08/01/2022	07/31/2027
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	6	08/01/2022	07/31/2027
A la Carte	12022	AXON AIR, CLASS 1 UAS LICENSE	10	08/01/2022	07/31/2027
A la Carte	12023	AXON AIR, CLASS 2 UAS LICENSE	2	08/01/2022	07/31/2027
A la Carte	20248	TASER 7 EVIDENCE.COM LICENSE	15	08/01/2022	07/31/2027
A la Carte	73449	RESPOND DEVICE LICENSE	66	08/01/2022	07/31/2027
A la Carte	73682	AUTO TAGGING LICENSE	166	08/01/2022	07/31/2027
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	08/01/2022	07/31/2027

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	100	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	3	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	13	08/01/2022	07/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/01/2022	07/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	66	08/01/2022	07/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	08/01/2022	07/31/2027
2021 - OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	120	07/01/2023	07/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	100	07/01/2023	07/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	3	07/01/2023	07/31/2027
2021 - OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	07/01/2023	07/31/2027

Payment Details

Jul 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	15	\$0.00	\$0.00	\$0.00
Year 1	73449	RESPOND DEVICE LICENSE	66	\$3,960.00	\$0.00	\$3,960.00
Year 1	73682	AUTO TAGGING LICENSE	166	\$17,928.00	\$0.00	\$17,928.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	\$12,349.78	\$0.00	\$12,349.78
Year 1	75015	SIGNAL SIDEARM KIT	66	\$3,286.80	\$254.73	\$3,541.53
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	66	\$11,880.00	\$0.00	\$11,880.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	66	\$22,175.92	\$1,718.63	\$23,894.55
Year 1	OSP7	2021 - OFFICER SAFETY PLAN 7	100	\$166,983.57	\$8,680.11	\$175,663.68
Year 1	ProLicense	Pro License Bundle	11	\$5,148.00	\$0.00	\$5,148.00
Year 1 - Upfront HW	AB3C	AB3 Camera Bundle	166	\$112,552.98	\$8,722.86	\$121,275.84
Year 1 - Upfront HW	AB3MBD	AB3 Multi Bay Dock Bundle	21	\$30,453.15	\$2,360.12	\$32,813.27
Year 1 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	6	\$1,728.00	\$0.00	\$1,728.00
Year 1 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	10	\$15,030.00	\$0.00	\$15,030.00
Year 1 - Air	12023	AXON AIR, CLASS 2 UAS LICENSE	2	\$4,486.32	\$0.00	\$4,486.32
Total				\$407,962.52	\$21,736.45	\$429,698.97

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	15	\$0.00	\$0.00	\$0.00
Year 2	73449	RESPOND DEVICE LICENSE	66	\$3,960.00	\$0.00	\$3,960.00
Year 2	73682	AUTO TAGGING LICENSE	166	\$17,928.00	\$0.00	\$17,928.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	\$12,349.79	\$0.00	\$12,349.79
Year 2	75015	SIGNAL SIDEARM KIT	66	\$3,286.80	\$254.73	\$3,541.53
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	66	\$11,880.00	\$0.00	\$11,880.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	66	\$22,175.88	\$1,718.63	\$23,894.51
Year 2	OSP7	2021 - OFFICER SAFETY PLAN 7	100	\$166,983.68	\$8,680.11	\$175,663.79
Year 2	ProLicense	Pro License Bundle	11	\$5,148.00	\$0.00	\$5,148.00
Year 2 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	6	\$1,728.00	\$0.00	\$1,728.00
Year 2 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	10	\$15,030.00	\$0.00	\$15,030.00
Year 2 - Air	12023	AXON AIR, CLASS 2 UAS LICENSE	2	\$4,486.32	\$0.00	\$4,486.32
Total				\$264,956.47	\$10,653.47	\$275,609.94

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	15	\$0.00	\$0.00	\$0.00
Year 3	73449	RESPOND DEVICE LICENSE	66	\$3,960.00	\$0.00	\$3,960.00
Year 3	73682	AUTO TAGGING LICENSE	166	\$17,928.00	\$0.00	\$17,928.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	\$12,349.79	\$0.00	\$12,349.79

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	75015	SIGNAL SIDEARM KIT	66	\$3,286.80	\$254.73	\$3,541.53
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	66	\$11,880.00	\$0.00	\$11,880.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	66	\$22,175.88	\$1,718.63	\$23,894.51
Year 3	OSP7	2021 - OFFICER SAFETY PLAN 7	100	\$166,983.68	\$8,680.11	\$175,663.79
Year 3	ProLicense	Pro License Bundle	11	\$5,148.00	\$0.00	\$5,148.00
Year 3 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	6	\$1,728.00	\$0.00	\$1,728.00
Year 3 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	10	\$15,030.00	\$0.00	\$15,030.00
Year 3 - Air	12023	AXON AIR, CLASS 2 UAS LICENSE	2	\$4,486.32	\$0.00	\$4,486.32
Total				\$264,956.47	\$10,653.47	\$275,609.94

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	15	\$0.00	\$0.00	\$0.00
Year 4	73449	RESPOND DEVICE LICENSE	66	\$3,960.00	\$0.00	\$3,960.00
Year 4	73682	AUTO TAGGING LICENSE	166	\$17,928.00	\$0.00	\$17,928.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	\$12,349.79	\$0.00	\$12,349.79
Year 4	75015	SIGNAL SIDEARM KIT	66	\$3,286.80	\$254.73	\$3,541.53
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	66	\$11,880.00	\$0.00	\$11,880.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	66	\$22,175.88	\$1,718.63	\$23,894.51
Year 4	OSP7	2021 - OFFICER SAFETY PLAN 7	100	\$166,983.68	\$8,680.11	\$175,663.79
Year 4	ProLicense	Pro License Bundle	11	\$5,148.00	\$0.00	\$5,148.00
Year 4 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	6	\$1,728.00	\$0.00	\$1,728.00
Year 4 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	10	\$15,030.00	\$0.00	\$15,030.00
Year 4 - Air	12023	AXON AIR, CLASS 2 UAS LICENSE	2	\$4,486.32	\$0.00	\$4,486.32
Total				\$264,956.47	\$10,653.47	\$275,609.94

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	15	\$0.00	\$0.00	\$0.00
Year 5	73449	RESPOND DEVICE LICENSE	66	\$3,960.00	\$0.00	\$3,960.00
Year 5	73682	AUTO TAGGING LICENSE	166	\$17,928.00	\$0.00	\$17,928.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	66	\$12,349.79	\$0.00	\$12,349.79
Year 5	75015	SIGNAL SIDEARM KIT	66	\$3,286.80	\$254.73	\$3,541.53
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	66	\$11,880.00	\$0.00	\$11,880.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$0.00	\$0.00	\$0.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	66	\$22,175.88	\$1,718.63	\$23,894.51
Year 5	OSP7	2021 - OFFICER SAFETY PLAN 7	100	\$166,983.68	\$8,680.11	\$175,663.79
Year 5	ProLicense	Pro License Bundle	11	\$5,148.00	\$0.00	\$5,148.00
Year 5 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	6	\$1,728.00	\$0.00	\$1,728.00
Year 5 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	10	\$15,030.00	\$0.00	\$15,030.00

Item 14.

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Air	12023	AXON AIR, CLASS 2 UAS LICENSE	2	\$4,486.32	\$0.00	\$4,486.32
Total				\$264,956.47	\$10,653.47	\$275,609.94

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract 00022633 (originated via Q-108466) and is terminating that contract upon the new license start date (8/1/2022) of this quote.

The parties agree that Axon is granting a refund of \$10,354.50 to refund paid, but undelivered services. This discount is based on a ship date range of 7/1/2022-7/15/2022, resulting in a 8/1/2022 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Signature

Date Signed

6/15/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021



Master Services and Purchasing Agreement between Axon and Agency

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021



Master Services and Purchasing Agreement between Axon and Agency

- 10** **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11** **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12** **Indemnification for Third Party Claims.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14** **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15** **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16** **Termination.**
- 16.1** **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2** **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3** **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 17** **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing



Master Services and Purchasing Agreement between Axon and Agency

is Confidential Information and competition sensitive. If either party is required by law to disclose Confidential Information, the disclosing party will provide notice to the non-disclosing party prior to disclosure to allow the non-disclosing party to seek a protective order or other remedy at non-disclosing party's sole cost. Axon may publicly announce information related to this Agreement.

18 General.

- 18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.7 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.8 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.9 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.10 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Escondido Police Department
Attn: Craig Miller
Street Address: 1163 N Centre City Pkwy
City, State, Zip: Escondido, CA 92026-3423
Email:cmiller@escondido.org

(Signature Page Follows)

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

Escondido Police Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6** **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8** **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12** **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records



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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it



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- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Master Services and Purchasing Agreement

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

RESOLUTION NO. 2022-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIVE YEAR CONTRACT TO PURCHASE EQUIPMENT, LICENSES, AND STORAGE FOR BODY WORN CAMERAS AND CONDUCTED ENERGY WEAPONS.

WHEREAS, the City of Escondido desires to purchase Body Worn Cameras and Conducted Energy Weapon Equipment, Supplies, and Storage; and

WHEREAS, Axon Enterprises, Inc. is an approved sole source vendor to provide Body-Worn Camera and Conducted Energy Weapon equipment; and

WHEREAS, this purchase is consistent with the requirements of the Escondido Municipal Code – EMC sections 10-91 and 10-102(b) and (d).

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 selection of the vendor as a sole source is consistent with Escondido Municipal Code Sections 10-91 and 10-102(b) and (d).
3. That the Mayor and the City Council hereby authorize the Mayor to execute, on behalf of the City, the Public Services Agreement with Axon Enterprise, Inc. in the amount of \$1,532,138.73, which is attached hereto as Exhibit “A” and is incorporated by this reference, subject to final approval as to form by the City Attorney’s Office.



STAFF REPORT

July 20, 2022
File Number 0480-70

SUBJECT

FY2022 CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES) HIGH FREQUENCY COMMUNICATIONS \$55,516 GRANT ACCEPTANCE AND BUDGET ADJUSTMENT

DEPARTMENT

Fire

RECOMMENDATION

Request the City Council authorize the Escondido Fire Department to accept FY 2022 Cal OES Grant funds in the amount of \$55,516 to purchase and install a High Frequency radio in the City's Emergency Operations Center; authorize the Fire Chief 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: Rick Vogt)

Presenter: Jeff Murdock

FISCAL ANALYSIS

PREVIOUS ACTION

None.

BACKGROUND

The Escondido Fire Department received a FY 2022 Cal OES Grant in the amount of \$55,516. This program will allow the City of Escondido ("City") to purchase and install a High Frequency radio in the Emergency Operations Center (EOC). This will allow Escondido to be included in an integrated high frequency radio network that utilizes frequencies authorized by the Federal Communications Commission. This network is intended to provide a means of communications with state, local and federal agencies.

The High Frequency Radio Network equipment is a communications backup system to provide reliable communications during a disaster from Escondido's Emergency Operations Center (EOC) to the San Diego County Office of Emergency Services, California State Office of Emergency Services and other local participating Emergency Operation Centers. This equipment is a stand-alone, point-to-point communications system that does not require infrastructure (cell towers, radio repeaters, fiber optics



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cable, etc.) to communicate emergency information between the network participants. This system will be utilized when all other forms of communications equipment is not functional as the result of a disaster or terrorist attack.

Included in the grant is a portable system that can be deployed at an alternative location if the City's EOC is not available or functional. The portable system can also be used as a communications system between the City's EOC and the City's Command Van if the public safety radio communications systems and cellular networks are not functional.

ATTACHMENTS

1. Attachment "1" - Budget Adjustment



STAFF REPORT

July 20, 2022
File Number 0600-10

SUBJECT

AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2023

DEPARTMENT

Public Works Department, Fleet Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-67, approving the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of \$1,200,000 utilizing a 5-year Cooperative Purchase Agreement between the City of San Diego and SC Fuels, RFP No. 10089315-18-K, 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 Superintendent

FISCAL ANALYSIS

Sufficient funds are available and were approved in the Fiscal Year ("FY") 2023 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 \$900,000, and in Account No. 5113-653-715 for diesel fuel in the amount of \$300,000.

PREVIOUS ACTION

On June 16, 2021, per City of Escondido ("City") Resolution No. 2021-85, the City Council awarded SC Fuels, Inc. the FY 2022 fuel contract.

BACKGROUND

The City is a participating agency in a City of San Diego sponsored fuel purchasing consortium. This consortium consists of almost every government agency in San Diego County. By creating a fuel purchasing consortium, local agencies, along with the City of San Diego, benefit from collective fuel purchasing. The City of San Diego bids and administers the fuel purchasing contract and local agencies assist by providing annual throughput numbers collectively. This enables a greater purchasing position for all participating San Diego area agencies. Additionally, this consortium process helps other smaller agencies from having to go out to bid on their own while also increasing their purchasing power.



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STAFF REPORT

Fleet Services is requesting approval to purchase unleaded gasoline, renewable diesel, and clear diesel fuel from SC Fuels through a Cooperative Purchase Agreement with the City of San Diego along with other public agencies throughout San Diego County. SC Fuels was awarded the City of San Diego contract in 2018 and has provided exceptional customer service to the City. Fleet Services has budgeted funds 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 2022 budget.

This is an efficient and economical procurement for bulk gasoline and diesel fuels. On average, the City saves between \$0.60 and \$0.80 per gallon from regular pump prices, as well as reduces the staff time to annually procure this contract. Local supplier prices are regularly checked for competitive prices, but the Cooperative Purchase Agreement rates attained by this consortium through SC Fuels has proven to continually provide better economy.

In order to assist in achieving Climate Action Plan goals, 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 will substantially reduce carbon emissions and improve air quality without sacrificing power, performance, or driving range.

RESOLUTIONS

- A. Resolution No. 2022-67
- B. Resolution No. 2022-67 Exhibit "A"

RESOLUTION NO. 2022-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE PURCHASE OF UNLEADED AND DIESEL FUELS FROM SC FUELS

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

WHEREAS, the City wishes to purchase automotive fuels from SC Fuels utilizing the cooperative purchase agreement RFP No. 10089315-18-K with the City of San Diego; 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 City of San Diego Purchasing Agreement with SC Fuels contains a Public Agency Clause with renewable extensions; and

WHEREAS, The City of San Diego facilitates this consortium; and

WHEREAS, most local government agencies within San Diego County participate in this consortium by providing their annual fuel throughput; and

WHEREAS, the Public Works Director recommends the approval of the purchase of fuels from SC Fuels, in the amount of \$900,000 for Unleaded Gasoline, and \$300,000 for renewable diesel (R99) and clear Diesel fuel; and

WHEREAS, sufficient funds for said purchase have been approved in the Fleet Services Fiscal Year 2023 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 SC Fuels.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Public Works Director.
3. That the City Council is authorized to approve, on behalf of the City, the purchase of unleaded gasoline and diesel fuel from SC Fuels, utilizing the City of San Diego Purchasing Agreement.



Request for Proposal (RFP) for Fuel

Solicitation Number:	10089315-18-K
Solicitation Issue Date:	May 18, 2018
Questions and Comments Due:	12:00 p.m., June 6, 2018
Proposal Due Date and Time (Closing Date):	2:00 p.m., June 25, 2018
Contract Terms:	Five (5) years year from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Brent Krohn, Supervising Procurement Contracting Officer, 1200 Third Avenue, Suite 200, San Diego, CA 92101 BKrohn@sandiego.gov , (619) 236-6044
Submissions:	Respondent is required to provide three (3) original, four (4) copies, and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: Emailed submissions will not be accepted.

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089315-18-K, Fuel

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089315-18-K, Fuel (Contractor).

RECITALS

On or about 5/18/2018, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide various fuels as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of Five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for delivery of Goods rendered in accordance with the winning Price Proposal Spreadsheet. (Attachment 1)

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

ARTICLE VI ADDITIONAL CONTRACT INFORMATION

6.1 Contract Administrator. In addition to the information provided in Section T. Contract Administration of Exhibit B, The Fleet Services Department (Department) is the administrator for the day to day requirements of this contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Alia Khouri, Director, Fleet Services
2740 Caminito Chollas, Suite
ekhouri@sandiego.gov

6.2 City Holidays. The City observes the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

6.3 Additional Insurance Requirements. In addition to the insurance requirements in Article VII of Exhibit C, the Contractor shall provide the following:

6.3.1. Commercial General Liability

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits **no less than two million dollars (\$2,000,000) per occurrence with a four million dollar (\$4,000,000) annual aggregate.**

6.3.2 Commercial Pollution Liability Insurance

Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of hazardous wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury and property damage and with a ten million dollar (\$10,000,000) annual aggregate. **As an alternative, seven million dollars (\$7,000,000) per occurrence for bodily injury and property damage and with a seven million dollar (\$7,000,000) annual aggregate is acceptable.** All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim. Contractual liability

shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Work commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a 12 month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Scope of Work under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies.

6.3.3 Contractors Hazardous Transporters Pollution Liability Insurance

Including contractual liability coverage to cover liability arising out of transportation of hazardous wastes, petroleum products and wastes, or toxic, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million (\$2,000,000) limit per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this contract.

Commercial General Liability Insurance.

Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respected elected officials, officers, employees, agents and representatives with the respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf. (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf or (d) premises owned, leased, controlled or used by Contractor.

Schedule proposal instructions may result in the rejection of the proposal as being non-responsive.

2. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, taxes (except as provided in Section D.3 below) and any other expenses incurred in the course of performing under the terms of this Contract. No other charges will be considered.

Evaluation of Pricing. Price Schedules proposals will be evaluated by calculating the total estimated contract price and converting it to points to be incorporated into a total score for the Proposal as set forth in Exhibit A, Section B. Pricing of this RFP. The total estimated contract price is calculated by modifying the Benchmark Index (described below) by the Market Differential (described below) entered by the Contractor (+ or -) for each delivery location, and multiplying the resulting price per gallon by the estimated quantity of fuel to determine the estimated cost for each delivery location. The sum of the estimated costs for all locations will determine the total estimated contract price. Contractors must enter only one Market Differential for each location based on the vehicle the Contractor will use to deliver the fuel. Multiple entries on one row will prevent the City from calculating the total estimated contract price for the Price Schedule and may result in rejection of the Proposal as non-responsive. The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Exhibit A, Section B. Pricing of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest.

D. PRICE SCHEDULE PROPOSAL – SPECIFIC INSTRUCTIONS

The basis for pricing for motor fuels will be to utilize a formula, consisting of a Benchmark Index and a Market Differential (refer to Section D, paragraph 4 below, for pricing instructions for Renewable Diesel (R99) fuel). Descriptions of the components of this price formula are provided below.

1. Benchmark Index

The City intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions as specified in this RFP, the benchmark index will be established by market rather than using one index for all Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS “**Gross Unbranded Low Rack with CAR Cost**” for San Diego will be utilized to establish the benchmark for each Rack market, and the 10:00 a.m. EST **gross Unbranded Low Rack with CAR Cost prices** for each fuel product will be the benchmark index. **In the event that Gross Unbranded Low Rack with CAR cost prices are unavailable for a specific fuel, Contractors shall use the Gross Branded Low Rack with Car Cost prices for that specific fuel.** The Unbranded Low Rack is a snapshot of the lowest supplier posting in the OPIS rack market at approximately 10:00 a.m. Eastern Standard Time, Monday. The snapshot includes all price moves from 6:00 p.m. EST the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The *(Date)* Unbranded Low Rack encompasses all price moves that were made at 6:00 p.m. EST *(date)* up until 10:00 a.m.

to be performed, including but not limited to changes in quantities, specifications, place of deliveries and delivery schedules, or methods of shipment. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Director of Purchasing and Contracting grants a further period of time before the date of final payment under the Contract.

No services for which additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written change agreed to in writing.

6.6 Damage. The Contractor shall be held liable for any damage or citations which may be incurred as a result of any spills or for any contaminated fuel or the issue of the fuel in all tanks at all locations; i.e. Diesel in a gasoline tank. In addition, the City reserves the right to cancel the Contract of any Contractor which, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who under any circumstances, causes a spill while delivering. Contractor shall provide vapor recovery hose when delivering fuel.

Notwithstanding the above, the Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of the City. If the Contractor's failure to use care causes damages, the Contractor shall replace and/or repair the damage at no expense to the City. Failure to replace and/or repair can result in the City deducting cost for repairs from the Contract.

6.7 Cooperation and Disentanglement. Contractor shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

6.8 Media. All media, press releases or reports in any which way concerning the City and this Contract are unauthorized without the written permission from the following individuals:

Tim Graham, Supervising Public Information Officer and

Craig Gustafson, Office of the Mayor

6.9 Payment Card Industry Data Security Standards (PCI DSS)

6.9.1 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Section.

6.9.2 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees

that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

6.9.3 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

6.9.4 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

6.9.5 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

6.9.6 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at:

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss

or located at such other website as the PCI SSC may describe from time to time.

6.9.6.1 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

6.9.6.2 Upon the City's request, Contractor must provide to City a copy of the Checklist.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

SC Commercial, LLC
Proposer

BY: 

1800 W. Katella Ave. Ste. 400
Street Address

Print Name:

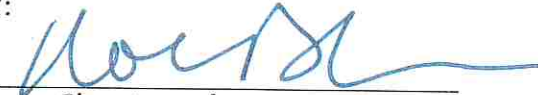
Orange, CA 92867
City

Jeff Sturak
Deputy Chief Operating Officer

(714) 744-7140
Telephone No.

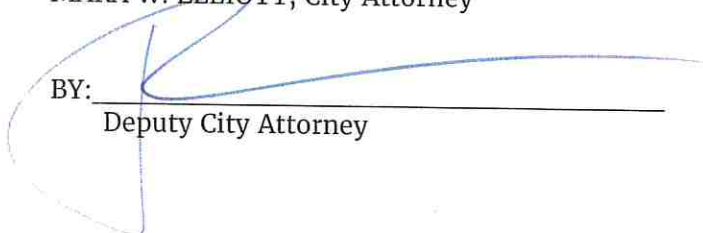
4/22/19
Date Signed

E-Mail

BY: 
Signature of
Proposer's Authorized
Representative

Approved as to form this 23rd day of
April, 2019.
MARA W. ELLIOTT, City Attorney

Robert W. Bollar
Print Name

BY: 
Deputy City Attorney

Corp. Sec.
Title

3/11/19
Date

RR-312290

EXHIBIT A PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

Proposer must submit a completed and signed Contract Signature Page(s) with original, wet signature.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Manufacturer's Price List.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact

identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{(contract price - lowest price)}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within Ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within Ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the

proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	30
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Specific experience on Multi-Protocol Label Switching (MPLS) networks	
4. Other pertinent experience	

	MAXIMUM EVALUATION POINTS
5. Location in the general geographical area of the project and knowledge of the locality of the Project 6. Past/Prior Performance 7. Capacity/Capability to meet The City of San Diego needs in a timely manner 8. Reference checks	
D. Price.	30
E. Mandatory Demonstration/Presentation.	10
1. Equipment 2. Software 3. Support Model 4. Real Time Operation 5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City’s requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City’s protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. REJECTION OF PROPOSALS. The City may reject any and all bids or proposals when to do so is in the best interests of the City, and may re-advertise for bids or proposals.

G. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED LETTER. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date upon the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions and Article VI, Section 6.3. Additional Insurance Requirements, of this RFP.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
 SCOPE OF WORK**

A. SPECIFICATIONS

The City of San Diego (City) is seeking proposals for furnishing Various Fuels to the City and other named participating Agencies as listed below, as a cooperative procurement contract. The City of San Diego has agreed to advertise and solicit this request for proposals for the joint purchase of fuel to obtain the best possible price for all participants. All agencies are responsible for entering into separate agreements with the Contractor provided that the participating public agencies may purchase products and services on the same terms, conditions, and pricing as the City, subject to any applicable local purchasing ordinances and the laws of the State of purchase. These Agencies may or may not decide to purchase fuel from the winning Contractor at their discretion. Submitting a proposal to the City in response to this RFP constitutes separate, irrevocable offers to the City and each of these Agencies to deliver fuel at the prices bid in the Price Proposal Spreadsheet (Attachment 1) and under the terms and conditions of this RFP. In addition, this proposal may be utilized by other educational and governmental Agencies that have not been specifically listed, in accordance with Appendix B of this contract.

Participating Agency
City of Carlsbad
City of Chula Vista
Chula Vista Elementary School District
City of Coronado
City of Escondido
City of La Mesa
City of Santee
County of San Diego
Escondido Union High School District
La Mesa Spring Valley School District
Metropolitan Transit System
Port of San Diego
Rancho Santa Fe Fire Protection District
San Diego Community College District
San Diego County Office of Education
San Diego Metropolitan Transit System
San Diego Unified School District
Zoological Society of San Diego (San Diego Zoo and Safari Park)
San Dieguito Union High School District
South Bay Union School District
Sweetwater Authority
Sweetwater Union High School District
Valley Center-Pauma Unified School District
San Diego State University

All products shall be delivered to the City meeting the specifications as detailed below. Any product not meeting these specifications could necessitate costly repairs to equipment. The Contractor shall be held responsible for all expenses incurred in connection with

substandard products. The City reserves the right to terminate the Contract when products do not meet these specifications.

Conformity of all products to be supplied under this Contract shall meet or exceed all State of California and Federal specifications for unleaded gasoline used in Southern California. All diesel fuels to be supplied under this contract shall meet or exceed California Air Resources Board (CARB) diesel specifications.

The brand names and manufacturer specifications of all fuel(s) proposed shall be furnished with the technical portion of the proposal submittal. If the Contractor is not the refiner of the product being proposed, Contractor shall submit a certification from the refinery that the product to be supplied meets the specifications stated herein, and further, that supply of the product shall conform to these specifications.

1. Gasoline – Unleaded Regular

Regular unleaded gasoline shall be not less than 87 Octane, and shall meet all of the most recent Federal Specifications VVG-1690B and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

2. Gasoline – Unleaded Mid-Grade

Mid-Grade unleaded gasoline shall be not less than 89 Octane, and shall meet all of the most recent Federal Specifications VVG-1690B, and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

3. Gasoline – Unleaded Premium

Premium unleaded gasoline shall be not less than 91 Octane, and shall meet all of the most recent Federal Specifications VVG-1690-B, and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

4. CARB No.2 Ultra Low Sulfur Diesel

Property	ASTM Test Method or (Other)	General Reference Fuel Specifications	Small Refiner Reference Fuel Specifications
Sulfur	D975	15 ppm max	15 ppm max
Lubricity	(Scuffing Load Ball)	3100 SLBOCLE min.	3100 SLBOCLE min.
Aromatic HC (vol %)	D5186-96	10% max	20% max
Polycyclic Aromatic HC (wt%)	D5186-96	1.4% max	4% max
Nitrogen Content (ppm)	D4629-96	10 ppm max	90 ppm max
Natural Cetane Number	D613-84	48 min	47 min
Gravity, API	D287-82	33-39	33-39

Viscosity at 40° cST	D445-83	2.0-4.1	2.0-4.1
Flash Point deg. F (min)	D93-80	130	130
Distillation, deg. F	D86-96		
IBP		340-420	340-420
10% Rec		400-490	400-490
50% Rec		470-560	470-560
90% Rec		550-610	550-610
EP		580-660	580-660
Ash Wt % max	D482	.01	.01
Property	ASTM Test Method or (Other)	General Reference Fuel Specifications	Small Refiner Reference Fuel Specifications
Cu Strip Corrosion 3-hrs at 122° F max	D130	3	0.3
Stability, mg/100ml, max	D2274	1.0	1.0

5. No. 2 Diesel Fuel

Shall meet ASTM Standard D-975 for 2-E diesel fuel oil and not more than 0.5 weight percent of sulfur; Water and sediment volume not in excess of 0.05%. Cetane number of 40 or a maximum aromatic content of 35% (see Appendix A).

6. Biodiesel

Biodiesel shall meet the ASTM specification D6751. Biodiesel of B5, B10 and B20 shall be available.

7. Renewable Diesel

Renewable diesel shall meet all of the most recent Federal specifications R99, or the latest standard established by the Society of Automotive Engineers. Please provide a SDS for renewable diesel which is being proposed.

Property	Units	Min.	Max
Cetane number		70	-
Density at 15° C	Kg/m ³	770.0	790.0
Polycyclic aromatic hydrocarbons content	% (m/m)	-	0.1
Sulfur content	mg/kg	-	5.0
Flash point	°C	61	-

Carbon residue (on 10% distillation residue)	% (m/m)	-	0.10
Ash content	% (m/m)	-	0.001
Water content	mg/kg	-	200
Total contamination	mg/kg	-	10
Copper strip corrosion (3h at 50°C)	rating	Class 1	
Oxidation stability	g/m ³	-	25
Lubricity	µm	-	see footnote b
Viscosity at 40°C	mm ² /s	2.00	4.00
Distillation 95% (V/V) recovered at	°C	-	320
Cloud point and CFPP	°C	Max. -5/ -15/ -22/ -34 Cloud point as agreed, report only for CFPP	
Properties additional to EN 590			
Appearance	Clear and bright		
Color		70	
Total aromatics content	% (m/m)	-	1.0
Distillation FBP	°C		330
Acid value	mgKOH/g		0.01

B. FUEL MEASUREMENT. It is the responsibility of the Contractor to have the delivering driver measure each tank with a fuel gauge stick. These readings shall be taken prior to unloading fuel and after unloading fuel and shall be recorded on delivery receipts. Delivery Receipts are to be electronically sent to a designated, to be determined, email address while Contractor is still on site. Although gauges may be available at each delivery site, each delivery truck must be equipped with a fuel tank gauge stick.

C. PRICE SCHEDULE PROPOSAL – GENERAL INSTRUCTIONS

1. Contractors shall submit their Price Schedule proposal in accordance with the following instructions. Following the Price Schedule proposal instructions will help ensure consistency in the price evaluation process. The Price Schedule proposal (Attachment 1) shall be completed in full and shall be incorporated herein. Any deviations from the Price

Schedule proposal instructions may result in the rejection of the proposal as being non-responsive.

2. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, taxes (except as provided in Section D.3 below) and any other expenses incurred in the course of performing under the terms of this Contract. No other charges will be considered.

Evaluation of Pricing. Price Schedules proposals will be evaluated by calculating the total estimated contract price and converting it to points to be incorporated into a total score for the Proposal as set forth in Exhibit A, Section B. Pricing of this RFP. The total estimated contract price is calculated by modifying the Benchmark Index (described below) by the Market Differential (described below) entered by the Contractor (+ or -) for each delivery location, and multiplying the resulting price per gallon by the estimated quantity of fuel to determine the estimated cost for each delivery location. The sum of the estimated costs for all locations will determine the total estimated contract price. Contractors must enter only one Market Differential for each location based on the vehicle the Contractor will use to deliver the fuel. Multiple entries on one row will prevent the City from calculating the total estimated contract price for the Price Schedule and may result in rejection of the Proposal as non-responsive. The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Exhibit A, Section B. Pricing of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest.

D. PRICE SCHEDULE PROPOSAL – SPECIFIC INSTRUCTIONS

The basis for pricing for motor fuels will be to utilize a formula, consisting of a Benchmark Index and a Market Differential (refer to Section D, paragraph 4 below, for pricing instructions for Renewable Diesel (R99) fuel). Descriptions of the components of this price formula are provided below.

1. Benchmark Index

The City intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions as specified in this RFP, the benchmark index will be established by market rather than using one index for all Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS “**Gross Unbranded Low Rack with CAR Cost**” for San Diego will be utilized to establish the benchmark for each Rack market, and the 10:00 a.m. EST **gross Unbranded Low Rack with CAR Cost prices** for each fuel product will be the benchmark index. **In the event that Gross Unbranded Low Rack with CAR cost prices are unavailable for a specific fuel, Contractors shall use the Gross Branded Low Rack with Car Cost prices for that specific fuel.** The Unbranded Low Rack is a snapshot of the lowest supplier posting in the OPIS rack market at approximately 10:00 a.m. Eastern Standard Time, Monday. The snapshot includes all price moves from 6:00 p.m. EST the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The *(Date)* Unbranded Low Rack encompasses all price moves that were made at 6:00 p.m. EST *(date)* up until 10:00 a.m.

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benchmark index in response to this RFP. For the sole purpose of enabling the City to evaluate all proposals consistently, the OPIS 10:00 a.m. EST Unbranded Low Rack in San Diego for **Monday, August 13, 2018** will be used to evaluate the total proposed prices per gallon, including the Market Differential described below. Contractors are required to acknowledge the intended benchmark index and pose any questions regarding the use of the index specified in their response to this RFP.

NOTE: OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of Federal copyright law. It is highly encouraged that both suppliers and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

2. Market Differential

The Market Differential is to be proposed by Contractors for each OPIS Rack market (refer to Section C, paragraph 4 below, for price schedule instructions for Renewable Diesel fuel). The Market Differential is to be a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by Rack market. The Market Differential is to include all cost and profit components determined by the Contractor, but should exclude any applicable taxes (see Taxes below). A Price Schedule Proposal Spreadsheet (Attachment 1) in Microsoft Excel electronic format is included, integral component of this RFP. Suppliers are required to use this Price Schedule Proposal Spreadsheet (Attachment 1) to submit their proposed Market Differential for each fuel product by Rack market. This Spreadsheet must be submitted to the City in its Microsoft Excel electronic form, with no changes to the formatting or City-designed nature of the Spreadsheet. Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the terms and conditions set forth herein. Contractors are required to bid every fuel product in the Price Schedule Proposal Spreadsheet (Attachment 1) for every location indicated. Failure to do so may result in the Contractor's bid being rejected as non-responsive.

3. Taxes

3.1 The collection of federal, state and local taxes on all fuels purchased under this Contract may vary for each Agency that will utilize any contract resulting from this RFP, and the determination of the tax-exempt status of any Agency shall be determined by such Agency. It is the Contractor's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the Agency of its tax-exempt status regarding any and all taxes on motor fuels. Agencies will provide tax-exempt certifications upon request. Any applicable taxes are to be added as a separate line to each invoice submitted under the terms of this RFP, and each applicable tax (e.g., federal, state, etc.) is to be separately identified on the invoice regarding the taxing authority imposing such tax to enable Agencies to assess the accuracy of taxes imposed.

3.2 The price for all fuels under any contract awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislation, judicial decision or administrative action says otherwise, if the Contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract awarded hereunder which

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the Contractor is required to pay or bear the burden of as the result of legislation, judicial decision, or administrative action taking effect after the date of contract award.

3.3 The price for all fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of federal, state and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislation, judicial decision or administrative action taking effect after the date of contract award.

3.4 The City of San Diego and any other Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of San Diego and any other Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful Contractor for the duration of the Contract.

4. Price Schedule Proposal Instructions – Renewable Diesel Fuel

Proposers shall provide their own method of price per gallon for renewable diesel (R99) fuel based on the estimated usage for **renewable diesel** fuel as indicated in Appendix B, Agency Details. Proposers shall preface their Price Schedule Proposal Schedule (Attachment 1) for **renewable diesel** with a summary explaining the pricing method that is proposed for this contract that will lead to the most beneficial and cost-effective fuel which shall be consistent with all other Price Schedule Proposal instructions, as specified in this RFP, as applicable. If the price per gallon is tied to an index, for purposes of evaluating proposals the price will be calculated based on the index on the date of **Monday, August 13, 2018**. If another method is used, the Proposer must indicate what price the method would yield if the renewable diesel fuel were delivered on **Monday, August 13, 2018**.

5. Spill Fees or Leaking Underground Storage Tank (LUST) Fees

Spill or LUST fees shall be excluded from the Price Schedule Proposal (Attachment 1). However, the successful Proposer must clearly identify any Spill or LUST charges as separate line items on the billing invoice. These charges shall be direct pass-through costs to the City and participating agencies. No markup or profit shall be added to these charges to the City or any participating agency.

E. DELIVERY.

The Contractor shall provide method(s) of delivery for each Agency based on the estimated usage of each Agency as indicated in Appendix B. In doing so, Contractor shall preface their delivery proposal with a summary explaining the method or methods of delivery that are intended for this contract, and that they believe will lead to the most efficient cost-effective and beneficial delivery solutions for all Agencies including but not limited to the following information:

1. Explain details regarding the proposed method or methods of delivery that will be offered to meet the requirements, including but not limited to truck and trailer deliveries, tank/wagon deliveries and wet hose service.

the Contractor is required to pay or bear the burden of as the result of legislation, judicial decision, or administrative action taking effect after the date of contract award.

3.3 The price for all fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of federal, state and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislation, judicial decision or administrative action taking effect after the date of contract award.

3.4 The City of San Diego and any other Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of San Diego and any other Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful Contractor for the duration of the Contract.

4. Price Schedule Proposal Instructions – Renewable Diesel Fuel

Proposers shall provide their own method of price per gallon for renewable diesel (R99) fuel based on the estimated usage for biodiesel fuel as indicated in Appendix B, Agency Details. Proposers shall preface their Price Schedule Proposal Schedule (Attachment 1) for renewable diesel with a summary explaining the pricing method that is proposed for this contract that will lead to the most beneficial and cost-effective fuel which shall be consistent with all other Price Schedule Proposal instructions, as specified in this RFP, as applicable. If the price per gallon is tied to an index, for purposes of evaluating proposals the price will be calculated based on the index on the date of Monday, June 18, 2018. If another method is used, the Proposer must indicate what price the method would yield if the renewable diesel fuel were delivered on Monday, June 18, 2018.

5. Spill Fees or Leaking Underground Storage Tank (LUST) Fees

Spill or LUST fees shall be excluded from the Price Schedule Proposal (Attachment 1). However, the successful Proposer must clearly identify any Spill or LUST charges as separate line items on the billing invoice. These charges shall be direct pass-through costs to the City and participating agencies. No markup or profit shall be added to these charges to the City or any participating agency.

E. DELIVERY.

The Contractor shall provide method(s) of delivery for each Agency based on the estimated usage of each Agency as indicated in Appendix B. In doing so, Contractor shall preface their delivery proposal with a summary explaining the method or methods of delivery that are intended for this contract, and that they believe will lead to the most efficient cost-effective and beneficial delivery solutions for all Agencies including but not limited to the following information:

1. Explain details regarding the proposed method or methods of delivery that will be offered to meet the requirements, including but not limited to truck and trailer deliveries, tank/wagon deliveries and wet hose service.

At a minimum, the Contractor must monitor the tanks specified on a daily basis to ensure that a timely delivery is made to insure that the sites being monitored never run out of fuel. Contractor shall also monitor the tanks for usage to make sure the Contractor does not overfill tanks where usage is limited.

Contractor shall also furnish "on demand service" whereby orders for fuel will be requested twenty-four (24) hour notice prior to delivery.

2. State delivery time required after receipt of order for all Agencies. Agencies listed in Appendix B will provide specific delivery schedules and any other applicable information not already provided herein, at the time of making their own contractual arrangements.

3. Split Loads. For purposes of this Contract, "split load" shall be defined as any delivery that contains any combination of fuel types being delivered to multiple tanks at a single location during a single delivery. Split loads or partial shipments to the City or participating Agency where there are multiple tanks within a single delivery site are not acceptable unless prior written approval from the City or participating Agency is received.

The Proposer shall specify how they propose to handle split loads as defined above for the City or any participating Agency having multiple tanks within a single delivery site within their response to this item in their proposal.

4. Delivery Types. For purposes of this Contract, the following delivery types are hereby defined:

4.1 Transport Load is a tanker with a capacity of approximately 8,500 gallons to approximately 9,200 gallons of unleaded gasoline or approximately 7,500 gallons of diesel.

4.2 Short Transport is a bobtail with a capacity of approximately 500 gallons to approximately 4,000 gallons of either unleaded or diesel.

4.3 Tank Wagon is a larger bobtail with a capacity of approximately 4,000 gallons to approximately 5,000 gallons of unleaded or diesel.

5. Delivery Notification

Contractor shall provide an electronic e-mail to specific City personnel (e-mails to be provided separately) which includes the actual price, quantity, and location of all fuel delivered to the site, within twenty-four (24) hours upon fuel drop. The preferred format is an Excel spreadsheet.

Contractor shall also provide an electronic e-mail to the aforementioned specific City personnel on a daily basis which includes the daily fuel price. The daily price e-mail shall be sent daily regardless of whether any deliveries occur that day, and separate of the delivery e-mail.

The above information is required in order to keep the City's Fleet management information system current for computation of daily fleet operating costs, and for reconciliation of delivered amounts. Multiple site deliveries may be contained in each e-mail. The City will keep e-mail contacts updated as changes are made throughout the contract.

6. Delays

Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material and the circumstances are within the control of the contractor, the City may terminate this Contract as provided in Exhibit C, Article IV Suspension and Termination.

If delays in performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; acts of terror; changes in law or government regulation; labor disputes; strikes; earthquakes; fires; floods; adverse weather; inability to obtain materials; equipment or labor; or other specific reasons agreed to between the City and the Contractor, provided, however, that: (a) this provision shall not apply to a delay caused acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment or labor.

Except when caused by the unforeseen events described above, this contract may be terminated if Contractor fails on more than one (1) occasion, at any time during the contract period, to deliver this material within the time stated within the proposal, and it late or non-delivery causes any city facility to run short of fuel or to run the risk of being entirely out of fuel. The City will be the sole judge or whether or not to place an emergency order for this product.

7. Delivery/Freight Charges

All fuel delivery charges are to be included in the Market Differential discussed in this RFP (i.e., the Market Differential must not include cost estimates for delivery). Because of the number and location of storage tanks at each Agency, and the number and location of each agency eligible to utilize this contract delivery charges are anticipated to vary between Agencies, resulting in different Market Differentials for each Agency. When determining delivery charges specific to each Participating Agency, Contractor must identify in its proposal any additional charges for split deliveries at different locations or for loads smaller than tank loads. The City of San Diego and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Contract, with delivery charges to new sites being a direct cost pass-through to the Agency.

At a minimum, unless otherwise specified in Appendix B or when other delivery times are specified when an order placed, standard delivery times for the City and participating Agencies will be between 8:00 a.m. and 5:00 p.m., Monday through Friday. Contractor shall notify the City at least 7 days in advance if deliveries cannot be made due to tank farm closure and provide alternative fuel delivery solutions if applicable.

Title to the material and supplies purchased shall pass directly from Contractor to City at F.O.B. Destination point specified for each delivery, subject to the right of City to reject upon inspection. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods or services.

Time is of the essence and the Contract is subject to termination for failure to deliver on time.

The City of San Diego and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Contract, with delivery charges to new sites being a direct cost pass-through to the Agency.

F. EMERGENCY DELIVERY. There may be occasions when emergency fuel deliveries are required by the City to meet public safety needs. Emergency delivery services may include the following: wet hose delivery, after-hour fueling for generators (by site), and coordination with key City staff for County-wide needs.

Successful Contractor will propose a detailed emergency response plan that will be incorporated into this Contract. The emergency response plan should appear as its own tabbed section of the Contractor's proposal document.

G. SAFETY DATA SHEETS (SDS). Contractor shall send with each shipment one (1) copy of the MSDS for each product shipped and shall furnish updates as may be required. Failure to comply with the procedure will be cause for immediate termination of the contract for violation of safety procedures.

H. TEMPERATURE CORRECTIONS. Corrections shall be made on all bulk deliveries of petroleum products in accordance with Table 6B, Generalized Products Volume Correction to 60 degrees F, Copyright 1980 by American Petroleum Institute or most recent revision. Temperature Correction will not be required for deliveries below 5,000 gallons.

I. TEST REPORTS. A test report shall be submitted on request for each product proposed. Testing shall be in accordance with A.S.T.M. Standards. All products supplied by Contractor may be subject to periodic test by independent laboratories at City's option to determine whether or not products being supplied meet specifications. In the event products supplied fail to meet the specifications, Contractor may be required to remove and replace them at their own expense, or make other adjustments as deemed appropriate.

J. DELIVERY TICKETS. The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

K. REPORTS. Monthly and/or quarterly statements with specific date ranges as needed shall be furnished as requested by the City referencing fueling data by location (quantities delivered and price). Report formats shall be available electronically and emailed to the Contract Administrator. The preferred format is an Excel spreadsheet.

L. WARRANTY. Contractor warrants to the City that all products supplied shall conform to the requirements hereof and shall be free from defects. In addition to other remedies which may be available, the City may, as its option, require return of any non-conforming or defective product to Contractor and/or require correction or replacement of said product at the location of the product when the defect is discovered, all at the Contractor's sole risk and expense. If the City does not require correction for replacement of non-conforming or defective product, the Contractor shall credit such portion of the payment specified herein or such additional amount as is equitable under the circumstances. City's rights hereunder are in addition to, but not limited by, Contractor's standard warranties.

Inspection and acceptance of items by the City, or payment therefore, shall not relieve the Contractor of its obligation hereunder.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

M. CUSTOMER SERVICE AND CONTACTS. Contractor shall provide a customer service operation for City customers for handling each type of fuel order anticipated under this Contract, as well as for any other questions including delivery problems, billing or any other issue that may arise during the Contract. The Customer service operation shall include access to a local area coded number (619, 858 and 760), or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative shall be knowledgeable and responsive relative to contract and customer service issues and available to the City during regular working hours, Monday through Friday, 8:00 a.m. PT to 5:00 p.m. PT.

N. QUALIFICATIONS AND EXPERIENCE. The following information regarding qualifications, experience, and other related information is required to evaluate the Contractor's potential for successfully completing the requirements of this Contract:

1. Provide a company/corporation organization chart including an organization plan for management of the City's program. Contractor/team should designate experienced professional and technical staff to competently and efficiently perform the work, either through their own personnel or suppliers;
2. Description of Contractor's core competency;
3. State number of years Supplier has been in business;
4. Resumes and descriptions of experience of principals/associates who will be assisting in the management of this Contract; and
5. Indicate number of team members by technical disciplines, professional registration, education and experience, which are anticipated to be working on this Contract. Contractor/team must demonstrate a high level of expertise in fuels and fuel delivery. Identify the project team composition, project leadership, reporting responsibilities, and address how sub-contractors will fit into the management structure. Individuals assigned as project managers and account representatives shall not be changed without the prior approval of the City.

O. DESCRIPTION OF ANY CONTRACTOR/TEAM STRENGTHS.

1. Location of office(s);
2. Competitive advantages over competition;
3. Unique service offerings;
4. Computer programs and management systems utilized;
5. Internal and external audit controls;

6. Reporting capabilities;

7. Provide the number, size and location of your company's distribution facility(s), warehouse(s), and retail network, as applicable; and

8. Describe how your company proposes to distribute the products/service based upon the requirements of this Contract. Identify any other companies that will be involved in processing, handling or shipping the products/service to the end user.

P. NEW TECHNOLOGIES. Contractor will provide the City the option to benefit from new technologies and acquire those which could significantly improve the City's carbon offset or goals part of its Climate Action Plan (CAP). Introductions to new technologies shall occur at the regularly scheduled business reviews as determined by the City.

Q. INSPECTION AND ACCEPTANCE. The City's Contract Administrators, or designees, will be responsible for inspecting and accepting all product, work, documents, and information received from the Contractor for the scope of services specified herein.

Inspection and acceptance will occur at the shipment destination unless specified otherwise, and will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City. The City reserves the right to waive a variation in specification if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

Risk of loss or damage to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

R. CONTRACT ADMINISTRATION. The City's Fleet Services Department will provide daily oversight of this contract to ensure compliance. The Director of Purchasing and Contracting shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Director of Purchasing and Contracting. All changes will be submitted in writing signed by the Director of Purchasing and Contracting.

1. Purchase Order and Sub-Order

The City of San Diego will issue multiple Purchase Orders to the Contractor for the estimated requirements of various City Departments. This will authorize the acceptance of sub-orders from the various divisions within these City Departments for their specific requirements. Contractor shall complete delivery of material ordered to destinations set forth in the sub-order. Each sub-order shipment shall be accompanied by a copy of a delivery ticket itemizing all materials delivered. Partial shipments are not acceptable when ordered by sub-order.

2. Invoicing and Payment

Contractor shall work directly with the City's Contract Administrators to ensure invoices for services rendered are furnished with the required detail and provided in a timely manner. The City may, at its discretion, terminate this contract when invoicing is delinquent. Payment of invoices shall be tied to the acceptance by the City in accordance with the requirements and specifications of this Contract.

2.1 Invoices must be submitted once per month in duplicate (one copy to be marked "original") to the billing contact listed on a valid City Purchase Order, and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information:

- a. The Contract number, department (division) and purchase order number;
- b. A complete itemization of all costs including quantities ordered, sub-order (if any), and delivery date, and any other data relative to the shipment. Applicable sales tax and any other applicable governmental fuel fees shall be shown as separate line items;
- c. Invoices must clearly indicate the OPIS (Oil Price Information Service) Benchmark Index per the terms of this Contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this Contract. The OPIS Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with the number of gallons sold separately stated by fuel product. Invoices shall also include line item adjustments for Temperature on all loads over 5,000 gallons. The extended total sales for each fuel product sold must be identified. Taxes, if any, must be stated on a separate line item on the invoice to derive the total cost to the Participating Agency.

Invoices must show the same number of gallons as the number of gallons on the delivery ticket. When a split load occurs, the amount dropped in each tank must be shown in both inches and gallons. The cumulative amount must equal the amount billed on the invoice.

If confirmation of pricing by the City or any Participating Agency finds any discrepancy with the terms of this Contract, Contractor shall make corrections before payment of invoice or refund of any overpayment for incorrect invoices already paid without any penalty assessed upon the Participating Agency. Any discounts offered under the terms of the Contract shall also be specified;

- d. Evidence of the accepted supplies or services by the City of San Diego, which shall include copies of delivery tickets with tank number, and the delivery location shall accompany each invoice. A copy of the delivery ticket must be signed by the individual accepting delivery.
- e. Unique traceable invoice number(s);
- f. Total Charges billed at this time and date.

2.2 Upon review and approval from the City Department invoices shall be approved for payment and payment shall be carried out by the Office of the City Comptroller.

2.3 Subject to the withholding provisions of the Contract, if any, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

2.4 Contractor shall provide a fully executed W-9 Form to the Director of Purchasing and Contracting. It is the Contractor's responsibility to notify the Director of Purchasing and Contracting of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City. To ensure that this Form is a current Revision at time of submittal, the Contractor shall download this Form and submit as specified herein. The website to obtain this form is: <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.

2.5 The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule Proposal (Attachment 1), allowing for City approved adjustments, if any.

2.6 If applicable, any labor charges for extraordinary services shall be included on the invoice along with a description of the extraordinary work performed and the location/and or section where the work was performed. Contractor must attach written authorization from the Contract Administrator approving all extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be stated on the current Price Schedule Proposal (Attachment 1).

2.7 If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City, as well as item description, quantity, and extension.

S. PARKING. If at any time Contractor or its representatives shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. Contractor or its representatives shall also obey all parking regulations.

PRICE SCHEDULE PROPOSAL

Estimated Need. The estimated annual quantities provided by the City and the participating agencies in the Price Schedule Proposal (Attachment 1) are not guaranteed. The quantities may vary depending on the demands of the City and the agencies. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. The City will total the amount in the Price Schedule Proposal Spreadsheet (Attachment 1) (as described in Exhibit C, Section B. Price Schedule Proposal) to be used in the “Price” evaluation criteria calculation.

Exhibit C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Appendix A

Detailed Requirements for Diesel Fuel Oils²

Property	ASTM Test Method	Grade Low Sulfur No. 1-D	Grade Low Sulfur No. 2-D	Grade No. 1-.D ^c	Grade No. 2-D ^c	Grade No. 4-D ^c
Flash Point, °C, min.	D93	38	52(125)	38	52	55
Water and Sediment, % vol, max	D1796	0.05	0.05	0.05	0.05	0.5
Distillation Temperature, °C 90%	D86		282°			
% vol Recovered			338			
min		...		...	282°	...
max		268 (550)		288 (550)	338	...
Kinematic Viscosity, mm ² /S at 40c	D445					
min		1.3	1.9	1.3	1.9	5.5
max	...	2.4	4.1	2.4	4.1	24.0
Ash % mass, max	D482	0.01	0.01	0.01	0.01	0.10
Sulfur, % mass. Max ^E	D2622 ^F D129	0.05 ...	0.05 ...	... 0.50	... 0.50	... 2.00
Copper strip corrosion rating max 3 h at 50°C	D130	No. 3	No. 3	No. 3	No. 3	...
Catane number, min ^G	D613	40 ^H	40 ^H	40 ^H	40 ^H	30 ^H
One (1) of the following properties must be met:						
(1) Catane index, min.	D978°	40	40	...	...	...
(2) Aromaticity, % vol, max	D1319 ^F	35	35	...	...	...
Cloud point, °C, max	D2500	1	1	1	1	1
Ramsbottom carbon residue on 10% distillation residue, % mass, max	D524	0.15	0.35	0.15	0.35	...

Appendix A

Detailed Requirements for Diesel Fuel Oils² (Continued)		
Property	ASTM Test Method	Specifications
Sulfur, Wt %	D2622	500 ppm Max.
Aromatics, Vol %	D1319	10% Max.
Polycyclic Aromatics, Wt %	D2425	1.4 % Max.
Nitrogen, Wt %	D4629	10 ppm Max.
Natural Cetane Number	D613	48 Min.
Gravity API	D287	33-39
Viscosity at 40°C, cSt	D445	2.0 - 4.1
Flash Point, °C	D93	54 Min.
Distillation, °C	D86	(340-420 °F)
Initial Boiling Point	171-216	(400- 490 °F)
10% Recovered	204-254	(470 - 560 °F)
50% Recovered	243-293	(550 - 610 °F)
90% Recovered	288-321	(580 - 660 °F)
End Point	304-349	
*SFC (D5186) now approved by CARB as an alternative.		
The City uses Series 60 engines. Therefore, Diesel #2 must meet the standards set out in Table 2 on the next page plus Cloud Point # 10°F (6°C) Below the lowest expected fuel temperature per ASTM Test D2500.		

Appendix A

Fuel Oil Selection Chart			
General Fuel Classification	ASTM Test	No. 1 ASTM 1-D	No. 2 ASTM 2-D
Gravity, ° AP1#	D287	40 - 44	33 - 37
Flash Point Min. °F (°C)	D93	100 (38)	125 (52)
Viscosity, Kinematic, cSt @ 100 °F (40 °C)	D445	1.3 - 2.4	1.9 - 4.1
Cloud Point °F #	D2500	See Note 1	See Note 1
Sulfur Content wt %. Max	D129	0.5	0.5
Carbon Residue on 10%, wt%. Max.	D524	0.15	0.35
Accerlated Stability, Total Insolubles, mg/100 ml. Max.#	D2274	1.5	1.5
Ash, wt%, Max.	D482	0.01	0.01
Cetane Number, Min. +	D613	45	45
Distillation Temperature, °F (°C)	D86		
IBP, Typical #		350 (177)	375 (191)
10% Typical #		385 (196)	430 (221)
50% Typical #		425 (218)	510 (256)
90% +		500 (260) Max.	625 (329) Max.
End Point #		550 (288) Max.	675 (357) Max.
Water & Sediment %, Max.	D1796	0.05	0.05
<p># = Not Specified in ASTM D975 = + Differs from ASTM D975</p> <p>Note 1: The cloud point should be 10° F (6°C) below the lowest expected fuel temperature to prevent clogging at fuel filters by crystals.</p> <p>Note 2: When prolonged idling periods or cold weather conditions below 32°F (0°) are encountered, the use of 1-D fuel is recommended. Number 1-D fuels should also be considered when operating continuously at altitudes above 5,000 ft.</p>			

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fire-Rescue

2. Name and address of facility

City of San Diego Fire-Rescue Headquarters
 Attn: Fiscal Services MS604
 1010 Second Ave Suite 400
 San Diego, CA 92101-4912

3. Contact Information

Amanda Santillan 858-573-1363
 Carmen Camou 619-533-4358

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)
 Truck/Trailer

b. Delivery specifications
 Weekdays

c. Tank(s)

- 1) Number of tanks
 Fire Rescue has 49 fuel pumps
- 2) Size of tank (in gallons)
 Station Generators are 125 gal. capacity
 Fuel Pumps are 1000 gal capacity.

3) Fire station tank and generator locations are as follows:

Location	Generator	Fuel Pump
Station 1 1222 First Ave., San Diego, CA 92101	Yes	Yes
Station 2 875 West Cedar Street, San Diego, CA 92101	Yes	No
Station 3 725 W. Kalmia St., San Diego, CA 92103	Yes	Yes
Station 4 404 Eighth Ave., San Diego, CA 92101	Yes	Yes
Station 5 3902 Ninth Ave., San Diego, CA 92103	Yes	Yes
Station 6 693 Twining Ave., San Diego, CA 92154	Yes	Yes
Station 7 944 Cesar E Chavez Pkwy., San Diego, CA 92113	Yes	Yes
Station 8 3974 Goldfinch St., San Diego, CA 92103	Yes	Yes
Station 9 7870 Ardath Lane, San Diego, CA 92037	Yes	Yes

Appendix B

Location	Generator	Fuel Pump
Station 10 4605 62 nd St., San Diego, CA 92115	Yes	Yes
Station 11 945 25 th St., San Diego, CA 92102	Yes	Yes
Station 12 4964 Imperial Ave., San Diego, CA 92102	Yes	Yes
Station 13 809 Nautilus Ave., San Diego, CA 92037	Yes	Yes
Station 14 4011 32 nd St., San Diego, CA 92104	Yes	Yes
Station 15 4711 Voltaire St., San Diego, CA 92107	Yes	Yes
Station 16 2110 Via Casa Alta, San Diego, CA 92037	Yes	Yes
Station 17 4206 Chamoune Ave., San Diego, CA 92115	Yes	Yes
Station 18 4676 Felton St., San Diego, CA 92116	Yes	Yes
Station 19 3434 Oceanview Blvd., San Diego, CA 92113	Yes	Yes
Station 20 3305 Kemper Blvd., San Diego, CA 92110	Yes	Yes
Station 21 750 Grand Ave., San Diego, CA 92109	Yes	Yes
Station 22 1055 Catalina Blvd., San Diego, CA 92106	Yes	Yes
Station 23 2190 Comstock St., San Diego, CA 92111	Yes	Yes
Station 24 13077 Hartfield, San Diego, CA 92130	Yes	Yes
Station 25 1972 Chicago St., San Diego, CA 92110	Yes	Yes
Station 26 2850 54 th St., San Diego, CA 92105	Yes	Yes
Station 27 5064 Clairemont Dr., San Diego, CA 92117	Yes	Yes
Station 28 3880 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes
Station 29 198 W. San Ysidro Blvd., San Diego, CA 92173	Yes	Yes
Station 30 2265 Coronado Ave., San Diego, CA 92154	Yes	Yes
Station 31 6002 Camino Rico, San Diego, CA 92120	Yes	Yes
Station 32 484 Briarwood Rd., San Diego, CA 92114	Yes	Yes
Station 33 16966 Bernardo Center Dr., San Diego, CA 92128	Yes	Yes
Station 34	Yes	Yes

Appendix B

Location	Generator	Fuel Pump
6565 Cowles Mtn Blvd., San Diego, CA 92119		
Station 35 4285 Eastgate Mall, San Diego, CA 92122	Yes	Yes
Station 36 5855 Chateau Dr., San Diego, CA 92117	Yes	Yes
Station 37 11640 Spring Canyon Rd., San Diego, CA 92131	Yes	Yes
Station 38 8441 New Salem St., San Diego, CA 92126	Yes	Yes
Station 39 4949 La Cuenta Dr., San Diego, CA 92124	Yes	Yes
Station 40 13393 Salmon River Rd., San Diego, CA 92129	Yes	Yes
Station 41 4914 Carroll Canyon Rd., San Diego, CA 92121	Yes	Yes
Station 42 12110 World Trade Dr., San Diego, CA 92128	Yes	Yes
Station 43 1590 La Media Rd., San Diego, CA 92154	Yes	Yes
Station 44 10011 Black Mtn Rd., San Diego, CA 92126	Yes	Yes
Station 46 14556 Lazanja Dr., San Diego, CA 92127	Yes	Yes
Station 47 6041 Edgewood Bend Ct., San Diego, CA 92130	Yes	Yes
FCC 3750 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes
Repair Facility 3870 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes

5. Fuel

- a. Fuel type: Diesel
- b. Estimated annual quantity: SDFD = 510,299 gallons
- c. Fuel specifications: Ultra Low Sulfur Diesel fuel which meets with the State of California requirements.

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fire-Rescue, Lifeguard Division

2. Name and address of facility

Lifeguard Head Quarters, 2581 Quivira Ct., San Diego CA 92109

3. Contact information

(619) 221-8899

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Weekdays-as requested

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One above ground

2) Size of tank (in gallons)

4,000 gallons

5. Fuel

a. Fuel type

Unleaded Regular

b. Estimated annual quantity

16,438 gallons

c. Fuel specifications: Unleaded Regular

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Pump Station 2
4077 N. Harbor Dr.
San Diego, CA. 92101

3. Contact information

Steven Hiczewski 619-221-8748

Richard Snow, Richard 619-221-8321

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

3

2) Size of tanks (in gallons)

2 x 1000 gallon and 1 x 400 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel #2

b. Estimated annual quantity

100 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: None

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Gas Utilization Facility, Point Loma Wastewater Treatment Plant

3. Contact information

Steven Hiczewski 619-221-8748

Richard Snow, Richard 619-221-8321

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

4,000 gallons

5. Fuel

a. Fuel type

Ultra low sulfur Diesel #2

b. Estimated annual quantity

200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Grove Avenue Pump Station
2484 Grove Ave.
San Diego Ca. 92154

3. Contact information

Steve Hiczewski, (619) 221-8748

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

2000 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Point Loma Wastewater Treatment Plant
1902 Gatchell Rd.
San Diego, CA 92106

3. Contact information

Ted Taylor, Ken Goebel

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

c. Tank(s)

1) Number of tanks: three unleaded and two diesel.

2) Size of tank (in gallons)

55 gallons each.

5. Fuel

a. Fuel type:

Regular Unleaded and ULS Diesel #2

b. Estimated annual quantity

120 gallons Regular Unleaded

120 gallons ULS Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Metropolitan Operations Center
9192 Topaz Way.
San Diego Ca. 92123

3. Contact information

Albert Molina, (858)614-4569

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

5200 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Unknown

Does current fuel provider manage inventory on tanks? Unknown

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

Otay River Pump Station
1800 Boundery Ave.
San Diego CA 92154

3. Contact information

Steve Hiczewski, (619) 221-8748

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

1125 gallons

5. Fuel

a. Fuel type

Ultra low sulfur Diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

South Bay Water Reclamation Plant
2411 Dairy Mart Rd.
San Diego Ca. 92154

3. Contact information

Shawn Lee, (619) 692-4977

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck

b. Delivery specifications

Low sulfur diesel fuel No.2

c. Number of tanks

One

d. Tank(s)

1) Number of tanks

One double walled tank

2) Size of tank (in gallons)

5000 gallons

5. Fuel

a. Fuel type

Ultra low sulfur Diesel #2

b. Estimated annual quantity

120 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Emerson System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Chollas Operations Yard
2740 Caminito Chollas
San Diego, CA 92105

3. Contact information

Days—Juan Romero 619-527-7617
Nights—Brian Hobbs 619-527-7617

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/wagon

b. Delivery specifications

c. Number of tanks

Five (5)

d. Tank(s)

1) Number of tanks

2 Regular Unleaded

3 Renewable Diesel

2) Size of tank (in gallons)

Unleaded—20,000 gallons each (1 is high speed tank)

Diesel—two @ 20,000 gallons each (1 is high speed tank), 1 @ 10,000 gallons

5. Fuel

a. Fuel type

Regular Unleaded and Renewable Diesel.

b. Estimated annual quantity

Approx. 349,000 gallons regular unleaded and 578,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Central Operations Yard
1210 Caminito Centro
San Diego, CA 92102

3. Contact information

Fredy Cletus 619-527-6000

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

Un-manned Site

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

1 Unleaded, 1 Renewable Diesel

2) Size of tank (in gallons)

20,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded and Renewable Diesel.

b. Estimated annual quantity

Approx. 287,000 gallons regular unleaded and 116,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Rose Canyon Operations Yard
3775 Morena Blvd
San Diego, CA 92117

3. Contact Information

Days – Greg Edwards 858-581-7817
Nights – Joe Gasca 858-581-7817

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Number of tanks

Two (2)

c. Tank(s)

1) Number of tanks

1 Unleaded, 1 Renewable Diesel

2) Size of tank (in gallons)

20,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded and Renewable Diesel

b. Estimated annual quantity

Approx. 185,000 gallons unleaded and 161,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Miramar Landfill (Mini Ops)
5180 Convoy Street
San Diego, CA 92111

3. Contact information

Michael Dunn 858-492-6155

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

6:30am-4:00pm

c. Number of tanks

Two

d. Tank(s)

1) Number of tanks

1 Renewable diesel and 1 Renewable red dye diesel

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Renewable diesel

b. Estimated annual quantity

Approx. 747,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Miramar Place Operations Yard
8353 Miramar Place
San Diego, CA 92121

3. Contact information

Days – Devon Whitney 858-526-2349
Nights – Ricky Riojas 858-526-2003

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Number of tanks

Three (3)

c. Tank(s)

1) Number of tanks

1 Unleaded
2 Renewable Diesel

2) Size of tank (in gallons)

Unleaded – 12,000 gallons
Renewable Diesel – 15,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, Renewable Diesel

b. Estimated annual quantity

Approx. 19,400 gallons regular unleaded, 529,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Northern Police
4275 Eastgate Mall
San Diego, CA 92037

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-12:00am

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

12,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 138,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Northeastern Police
13396 Salmon River Road
San Diego, CA 92129

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30am

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

Two unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 128,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Eastern Police
9225 Aero Drive
San Diego, CA 92123

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30am

c. Number of tanks

Two

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 221,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Southeastern Police
7222 Skyline Drive
San Diego, CA 92114

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1. Number of tanks

2 Unleaded

2. Size of tank (in gallons)

12,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 107,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Central Police
3940 Federal Blvd
San Diego, CA 92102

3. Contact information

Freddy Cletus 619-527-6000

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-12:00am

c. Number of tanks

One (1)

d. Tank(s)

1) Number of tanks

1 Unleaded

2) Size of tank (in gallons)

12,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 322,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Western Police
5215 Gaines Street
San Diego, CA 92110

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30pm

c. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 155,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Southern Police
1120 27th Street
San Diego, CA 92154

3. Contact information

Mike French 619-692-4840

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:00pm

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 95,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Mid-City Police
4310 Landis Street
San Diego, CA 92105

3. Contact information

Freddy Cletus 619-527-6000

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1) Number of tanks

2 Unleaded

2) Size of tank (in gallons)

10,000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 104,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Northwestern Police
12610 El Camino Real
San Diego, CA 92137

3. Contact information

4. Mike French 619-692-4840

5. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

5:30am-11:00pm

c. Number of tanks

One (1)

d. Tank(s)

1) Number of tanks

1 Unleaded

2) Size of tank (in gallons)

20,000 gallons

6. Fuel

a. Fuel type

Regular Unleaded.

b. Estimated annual quantity

Approx. 64,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Fire Repair Facility
3870 Kearny Villa Road
San Diego, CA 92123

3. Contact information

Devon Whitney 858-526-2349

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Number of tanks

One (1)

c. Tank(s)

1) Number of tanks

1 Unleaded

2) Size of tank (in gallons)

1,000 gallons

5. Fuel

a. Fuel type

Regular Unleaded

b. Estimated annual quantity

Approx. 28,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

Mission Bay Golf Course
2702 N. Mission Bay Dr.
San Diego, CA 92109

3. Contact information

Peggy Furtado (858) 581-7887

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-2:30pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

750 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 1,569 gallons unleaded; 1,126 B5 Bio Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? Yes-top off plan

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego, Parks & Recreation, Golf Operations Division

2. Name and address of facility

Torrey Pines Golf Course
11480 N. Torrey Pines Rd.
La Jolla, CA 92037

3. Contact information

Peggy Furtado (858) 581-7887

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-2:30pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

1000 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 12,579 gallons unleaded; 11,827 B5 Bio Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? Yes-top off plan

Appendix B

AGENCY DETAILS

1 Name of Department

City of San Diego, Parks & Recreation, Golf Operations Division

2 Name and address of facility

Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92102

3 Contact information

Peggy Furtado (858) 581-7887

4 Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-1:00pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

1. Unleaded = 240 gallons
2. Diesel = 480 gallons

5 Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 1,216 gallons unleaded; 1,413 B5 Diesel

6. **Additional Information**

Current Fuel Provider: SOCO

Appendix B

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? Yes-top off plan.

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Fleet Operations

2. Name and address of facility

SDCCU (Qualcomm) Stadium
9449 Friars Road
San Diego, CA 92108

3. Contact information

Bobby Slabe
rslabe@sandiego.gov / (619)641-3111

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

7:00am-3:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1. Number of tanks

1 Unleaded, 1 ultra-low sulfur Diesel

2. Size of tank (in gallons)

500 gallons unleaded / 1000 gallons diesel

5. Fuel

a. Fuel type

Unleaded, ultra-low sulfur Diesel

b. Estimated annual quantity

Approx. 1,630 gallons unleaded; 1,760 ultra-low sulfur Diesel

Appendix B

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego, Park & Recreation, Community Parks II

2. Name and address of facility

Mt. Hope Cemetery
3751 Market St.
San Diego, CA 92102

3. Contact information

David Noriega (619) 527-3402

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

7:00am-3:30pm

c. Number of tanks

Two (2)

d. Tank(s)

1. Number of tanks

1 Unleaded, 1 ultra-low sulfur Diesel

2. Size of tank (in gallons)

500 gallons each

5. Fuel

a. Fuel type

Regular Unleaded, ultra-low sulfur Diesel

b. Estimated annual quantity

Approx. 1,760 gallons unleaded; 1,410 ultra-low sulfur Diesel

Appendix B

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Department

City of San Diego Public Utilities / Water Operations Branch /System Operations Division

2. Name and address of facility

Facility Name	Facility Address	Diesel Fuel Tank Capacity (Gallons)
CATALINA PS	1061 CATALINA BLVD	3000
BLACK MOUNTAIN PUMP STATION	14799A BLACK MOUNTAIN RD	700
OTAY LAKE FILTRATION PLANT	1510 WUESTE RD	1100
PS 65TH & HERRICK	6512 AKINS AVE	500
PS SOUTH CREEK	12304 SPRINGHURST DR	500
ALVARADO FILTRATION WTP	5540 KIOWA DR	1300
ALVARADO FILTRATION PLANT LAB	5530 KIOWA DR	825
MIRAMAR TREATMENT PLANT (New Mtr)	10710 SCRIPPS LAKE DR G	5200
STONEBRIDGE 1135 PUMP STATION	14210 STONEBRIDGE PKWY	175
BAYVIEW PS	1975 PARKVIEW TERRACE	720
OTAY LAKE PS	1510 WUESTE RD	1100
MIRAMAR LAKE PS	10100 SCRIPPS LAKE DR	1100
COUNTRY CLUB PS	7269 ENCELIA DR	320
CARMEL MTN HIGH PS	11600 SHOAL CREEK RD	300
PEN BLUFFS PS	9198 OVIEDO DR	720

Facility Name	Facility Address	Diesel Fuel Tank Capacity (Gallons)
MIRAMAR RANCH N PS	11496 WEATHERHILL WAY	720
CHOLLAS YARD	2797 CAMINITO CHOLLAS	150
CARMEL INDUSTRIAL WPS	11403 RANCHO CARMEL DR	720
SCRIPPS WOODS PS	12404 SEMILION BLVD	350
PS VILLA DOMINIQUE	4707 SEDA DR	300
DEERFIELD PS	8002 MISSION GORGE RD	900
SCRIPPS MIRAMAR PS	10300 MIRAMAR DAM DR	1250
MUIRLANDS PS	7460 COUNTRY CLUB DR	300
RANCHO PEN PUMP STATION	8888 SPARREN WAY	1800
STONEBRIDGE 1250 PS	14800 STONEBRIDGE PKWY	520
SAN VICENTE DAM	12393 MORENO AVE, LAKESIDE	1100
MONTEZUMA PS	4998 CATOCTIN DRIVE	720
SCRIPPS RANCH PS	16050 SCRIPPS LAKE DRIVE	1442

3. Contact information

Bernie Labiano, 619-871-2519, BLabiano@san Diego.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/Wagon

b. Delivery specifications

Deliver Upon Request from Department

c. Tank(s)

1) Number of tanks – 28 (see above)

2) Size of tank (in gallons) – see above

5. Fuel

- a. Fuel type – Ultra Low Sulfur Diesel.
- b. Estimated annual quantity – 2,000 gallons

6. **Additional Information**

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **No**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

Sweetwater Authority

2. Name and address of facility

Sweetwater Authority (OPS)
Operations Center
744 F Street
Chula Vista, CA 91910

Sweetwater Authority (PWTP)
Perdue Water Treatment Plant
100 Lakeview Ave
Spring Valley, CA 91977

3. Contact information

Scott Moss 619 409-6872 smoss@sweetwater.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

No preference

b. Delivery specifications

Deliveries of #2 Clear Diesel fuel for the Ops location should be scheduled on a weekly basis to top off the tank.

Deliveries of Unleaded Fuel for the OPS location and #2 Clear Diesel Fuel for the PWTP location will be scheduled as required with a request for next day delivery.

c. Tank(s)

1) Number of tanks

The OPS location has 2 tanks
The PWTP location has 1 tank

2) Size of tank (in gallons)

OPS has one 10,000 gallon underground tank for Unleaded, Regular gas and one 1,000 gallon above ground tank for #2 Clear Diesel

PWTP location has one 500 gallon above ground tank for #2 Clear Diesel

5. Fuel

a. Fuel type

Unleaded, Regular for OPS location
2 Clear Diesel for Ops and PWTP locations

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b. Estimated annual quantity

Unleaded Regular for Ops location	36,000 gallons
#2 Clear Diesel for Ops location	14,000 gallons
#2 Clear Diesel for PWTP location	2,600 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root-OPS Center / Nothing-PWTP

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

**San Diego Metropolitan Transit System (MTS)
San Diego Transit Corporation (SDTC)**

2. Name and address of facility

San Diego Transit Corp. (SDTC) – (Diesel and Gasoline)

Imperial Avenue Division (IAD)

100 16th Street
San Diego, CA 92101

Kearny Mesa Division (KMD)

4630 Ruffner Street
San Diego, CA 92111

VEOLIA/MTS – (Diesel Only)

East County Division
1213 N. Johnson Avenue
El Cajon, CA 92020

MTS Access & MCS Minibus (Gasoline
Only)

Copley Park Division
7490 Copley Park Place
San Diego, CA 92111

San Diego Trolley, Inc – (Gasoline Only)

C Building

**1535 Newton Avenue
San Diego, CA 92113**

3. Contact information

SDTC/MTS & San Diego Trolley

Theodore Metz, Manager - MTS

Tel: (619) 446-4059

Cell: (619) 514-7334

Email: theodore.metz@sdmts.com

VEOLIA/MTS

Armando Acevedo, Maint. Mgr – Veolia

Tel.: 619-401-4510

Email: Armando.acebo@transdev.com

MTS Access & MCS Minibus

Chris Lunn, Maint. Manager – First Transit

Tel.: 858-737-7808

Cell: 619-666-1243

Email: chris.d.lunn@firstgroup.com

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Small tanker and/or large tanker

b. Delivery specifications

Diesel: Delivery hours is 8:00 am to 4:00 pm

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Gasoline: Delivery hours are 8:00 am to 4:00 pm (all locations except San Diego Trolley). Preferred delivery hours are 8:00 a.m. to 3:00 p.m. (MTS Access/MCS Minibus). San Diego Trolley delivery hours are 6:00 a.m. – 9:00 a.m.

c. Tank(s)

- 1) Number of tanks
- 2) Size of tank (in gallons)

DIESEL	SAN DIEGO TRANSIT CORP. (SDTC)
Tank:	IAD – Underground / 20,000 gallons
Delivered to:	IAD – 100 16 th Street, San Diego, CA 92101

DIESEL	VEOLIA / MTS
Tank:	Underground / 12,000 gallons
Delivered to:	East County Veolia/MTS: 1213 N. Johnson Avenue, El Cajon, CA 92020

GASOLINE	SAN DIEGO TRANSIT CORP. (SDTC)
Tank(s):	IAD – Underground / 18,000 gallons – Aboveground / 1,000 gallons KMD – Aboveground / 1,000 gallons
Delivered to:	IAD – 100 16 th Street, San Diego, CA 92101 KMD – 4630 Ruffner Street, Kearny Mesa, CA 92111

GASOLINE	MTS Access & MCS Minibus (Copley Park Division)
Tank(s):	Two (2) 10,000 gallon – Total: 20,000 gallons / Aboveground
Delivered to:	Copley Park Division (MTS Access & MCS Minibus) – 7490 Copley Park Place, San Diego, CA, 92111

GASOLINE	San Diego Trolley
Tank(s):	One (1) 600 gallon – Aboveground
Delivered to:	C Building, 1535 Newton Avenue, San Diego, CA, 92113

Appendix B

5. Fuel

a. Fuel type and Estimated annual quantity

San Diego Transit Corporation (SDTC) - KMD		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane Approximately (1) load of 600 gallons every other week	1399	16,788

VEOLIA / MTS		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Diesel, Ultra Low Sulfur Carb Approved - (Clear), meets standard ASTM D-975 2D S15 Approx. Two (2) Loads Of 6,000 Gal. Per Week (Total Of 12,000 Gal Per Week)	13,636	163,641

SAN DIEGO TRANSIT CORPORATION (SDTC) - IAD		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane	8,137	97,647
Approx. One (1) Load Of 8,700 Gal. Every Month; Also Approx. One (1) Load Of 600 Gal. Every Other Week For Each Division	1200	14,400
	TOTAL: 9,337	TOTAL: 112,047
Diesel, Ultra Low Sulfur Carb Approved - (Clear), meets standard ASTM D-975 2D S15	625	7,500

MTS Access & MCS Minibus (Copley Park Division)		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane Approx. Two (2) Loads Of 7,500 Gal. Every Week	55,100	661,204

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San Diego Trolley		
PRODUCT DESCRIPTION	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE
Gasoline, Carb, 87 Octane Approx. one (1) load Of 600 Gal. six days a week	12,350	148,200

6. Additional Information

Current Fuel Provider: Supreme Oil Company, Soco Group, Merrimac Petroleum, IPC, Flyers Energy, Southern Counties Lubricants

Tank Monitoring Equipment: Fleet watch at Kearney Mesa, Imperial Ave, East County, and Copley. No formal system at Building C

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

La Mesa Spring Valley School District

2. Name and address of facility:

La Mesa Spring Valley School District, Operations Center;
3838 Conrad Dr.
Spring Valley CA 91977

3. Contact information:

Nick Richard, Director Transportation, Warehousing
619-668-5767 Ext 4728
nick.richard@lmsvschools.org

4. Delivery

- a. Delivery type (e.g. tank/wagon or truck/trailer) : truck/trailer
- b. Delivery specifications: Aboveground Storage Tanks; Pumped to top of tank.
- c. Tank(s)
 - 1) Number of tanks: Two Tanks
 - 2) Size of tank (in gallons): 10,000 gallon diesel; 6000 gallon unleaded

5. Fuel

- a. Fuel type: diesel and unleaded
- b. Estimated annual quantity: 70,000 Gallons Diesel; 18,000 Unleaded
- c. Fuel specifications: ultra low sulfur diesel; regular unleaded

6. **Additional Information**

Current Fuel Provider: Supreme

Tank Monitoring Equipment: None

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

Rancho Santa Fe Fire Protection District

2. Name and address of facility

16936 El Fuego, Rancho Santa Fe, CA 92067 (Station 1)
16930 Four Gee Road, San Diego, CA 92127 (Station 2)
6424 El Apajo, Rancho Santa Fe, CA 92067 (Station 3)
18040 Calle Ambiente, Rancho Santa Fe, CA 92067 (Station 4)

3. Contact information

Fred Cox
18027 Calle Ambiente, Rancho Santa Fe, CA 92067
858-756-6002
cox@rsf-fire.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bobtail

b. Delivery specifications

Every two weeks or as needed

Expect emergency priority

c. Tank(s)

1) Number of tanks (**All above ground**)

6 tanks (see addresses above)

2) Size of tank (in gallons)

Station 1 – 1,500 gallons unleaded; 500 gallons diesel
Station 2 – 500 gallons unleaded; 500 gallons diesel
Station 3 – 1,000 gallons diesel
Station 4 – 1,000 gallons diesel

5. Fuel

a. Fuel type

ULS Diesel fuel
Regular Unleaded Gasoline

b. Estimated annual quantity

Diesel – 9,000 gallons
Unleaded – 24,000 gallons

c. Fuel specifications

Diesel fuel, 2 NA1993, PGIII Ultra low sulfur 15 PPM or less
Regular Unleaded Gasoline, 3, UN1203, PGIII Unleaded ethanol 10%

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: All tanks are ConVault AST's, Fuel controllers are "Fuel Force"

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Sweetwater Union High School District

2. Name and address of facility

Transportation Department
1130 5th Ave.
Chula Vista, CA 91911

3. Contact information

Suzanne Gamez
(619) 691-5540 / suzanne.gamez@sweetwaterschools.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck / trailer

b. Delivery specifications

Transportation Dept.
1130 5th Ave.
Chula Vista, CA 91911

c. Tank(s)

- 1) Number of tanks = 2 diesel, 1 gasoline -**All underground**
- 2) Size of tank (in gallons) = 12,000 gal diesel, 15,000 gal diesel, 5,000 gal gasoline.

5. Fuel

a. Fuel type

Ultra low sulfur diesel
Regular Unleaded Gasoline

b. Estimated annual quantity: 240,000 gal. Diesel; 12,000 gal. gasoline

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

San Dieguito Union High School District

2. Name and address of facility

San Dieguito Union High School District
Transportation Department
1142 Bonita Dr
Encinitas, CA 92024

3. Contact information

Daniel Love
Daniel.love@sduhsd.net
(760) 753-8298 ext 5052
(760) 753-0179 ext 5400

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank

b. Delivery specifications

One day turnaround required, two day maximum, 4am – 5pm, M-F

c. Tank(s)

1) Number of tanks = 2 (**Both underground**)

2) Size of tank (in gallons)

Diesel = 12,000 Gallon
Unleaded = 5,000 Gallon

5. Fuel

a. Fuel types = Low Sulfur Diesel & Unleaded Mid-Grade

b. Estimated annual quantity

1) Low Sulfur Diesel = 70,000 Gallons

2) Unleaded Mid-Grade = 50,000 Gallons

c. Fuel specifications = Ultra Low Sulfur Diesel, Unleaded Mid-Grade.

6. Additional Information

Current Fuel Provider: SOCO

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Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

San Diego Unified School District

2. Name and address of facility

Transportation Department
4710 Cardin Street, San Diego, CA 92111
Phone (858) 496-8460/8480; Fax (858) 496-8700

3. Contact information

Keith Salkeld
Manager, Fleet Services / Transportation Department
(858) 496-8451 ksalkeld@sandi.net

John Groll
Contract Specialist / Strategic Sourcing & Contracts Department
San Diego Unified School District
2351 Cardinal Lane, Building M
San Diego, CA 92123
Phone: 858 522-5821
Fax: 619 542-5721 / E-mail: jgroll@sandi.net

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Full Truck & Trailer – full load only

b. Delivery specifications

Time is of the essence in regard to fuel delivery. All fuel deliveries must be made within 24 hours of notice of request for delivery. All deliveries shall be made between the hours of 6:00 a.m. and 3 p.m.

c. Tanks (all underground)

1) Number of tanks

4 Tanks (T1-T4)

2) Size of tank (in gallons)

Tank No. T1	30,000 gallons	Renewable Diesel
Tank No. T2	30,000 gallons	Renewable Diesel
Tank No. T3	20,000 gallons	Unleaded gas
Tank No. T4	20,000 gallons	Renewable Diesel

Appendix B

AGENCY DETAILS

5. Fuel

a. Fuel type

Renewable Diesel
Unleaded (87 Octane)

b. Estimated annual quantity

1,400,000 gal Renewable Diesel
240,000 gal Unleaded (87 Octane)

c. Fuel specifications

Renewable Diesel
Unleaded (Octane 87) ASTM standard specifications

6. **Additional Information**

Current Fuel Provider: **IPC, Inc**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

South Bay Union School District

2. Name and address of facility

Transportation Department
2000 Leon Ave
San Diego, CA 92154

3. Contact information

Jennifer Smith
Purchasing Department
619-628-5385
jsmith@sbusd.org

4. Delivery

a. Delivery type (e.g. truck/trailer)

Bobtail

b. Delivery specifications

M-F, 7am-4pm

c. Tank(s)

1) Number of tanks

1 split tank (above ground, double walled, covered)

2) Size of tank (in gallons)

Gasoline 1000 gallon
Diesel 2000 gallon

5. Fuel

a. Fuel type

Gasoline- minimum Octane 87
Diesel- Ultra Low Sulfur Diesel

b. Estimated annual quantity

Gasoline – 30,000 gallons
Diesel – 20,000 gallons

Appendix B

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Husky 5885 (unsure)

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Carlsbad

2. Name and address of facility

City of Carlsbad/Fleet Operations
2480 Impala Dr.
Carlsbad, Ca 92010

3. Contact information

Amy Hazen, Acct Tech.
ph 760-931-2192
fax 760-438-1532
Amy.hazen@carlsbadca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Fuel tanker truck approx 7,000 gal load

b. Delivery specifications

Occasionally split load into two tanks

c. Tank(s)

1) Number of tanks (**all underground**)

2 unleaded, 1 diesel.

2) Size of tank (in gallons)

Tank #1 and #2 are 20,000 gal each.
Tank #3 is 12,000 gal.

5. Fuel

a. Fuel type: Unleaded Regular, Ultra Low Sulfur Diesel

b. Estimated annual quantity: 179,903 gallons unleaded; 52,843 gallons diesel

c. Fuel specifications: Unleaded Regular, Ultra Low Sulfur

6. **Additional Information**

Current Fuel Provider: SOCO and Propel Fuel

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Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? Yes

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Santee

2. Name and address of facility

Santee Fire Station No. 5
9120 Carlton Oaks Drive
Santee, CA 92071

3. Contact information:

Fire Chief Richard Smith
Office: (619) 258-4100 / Cell: (619) 871-2204

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer): Small Tanker Truck

B. Delivery Specifications: Gated Entry; Call Ahead Arrangements

To Be Made with Fire Station Personnel at (619) 258-4100 ext. 500.

c. Tank(s)

1) Number of tanks: (2) **(both above ground)**

2) Size of tank (in gallons)

Gasoline: 240 Gallons
Diesel: 500 gallons

5. Fuel

a. Fuel type: Unleaded Gasoline and Diesel

b. Estimated annual quantity:

Gasoline: 4,000 gallons
Diesel: 10,500 gallons

c. Fuel specifications: 87 Octane Unleaded Gasoline and Diesel #2.

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: "At-A-Glance" tank gauge

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Escondido Union High School District

2. Name and address of facility

Transportation Yard,
1789 N. Broadway
Escondido CA. 92026

3. Contact information

Linda Rendon
Director, Transportation
(760) 291-3052
lrendon@euhsd.org

or

Sheri Walden
Director, Purchasing
(760) 291-3223
swalden@euhsd.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)
Truck

b. Delivery specifications
Bi weekly

c. Tank(s)

- 1) Number of tanks (1) one – **Above ground**
- 2) Size of tank (in gallons) 1500 gallons

5. Fuel

a. Fuel type

Ultra low sulfur diesel.

b. Estimated annual quantity

35,000 gallons

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **Yes**

Appendix B

AGENCY DETAILS

1. Name of Agency

San Diego County Office of Education

2. Name and address of facility

6401 Linda Vista Road, San Diego, CA 92111

3. Contact information

Keith Hildreth
khildreth@sdcoe.net
858-292-3524 or 858-292-3587

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck "Bob Tail"

b. Tank(s)

1) Number of tanks – one (underground)

2) Size of tank (in gallons) 6000

5. Fuel

a. Fuel type

Regular unleaded.

b. Estimated annual quantity

44,000 gal.

6. **Additional Information**

Current Fuel Provider: Supreme Oil

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? Yes

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of La Mesa

2. Name and Address of facility:

Public Works Operations Center
8152 Commercial Street
La Mesa, CA

3. Contact Information:

Jack Phillips – Fleet Maintenance Supervisor
619.667.1393
jphillips@ci.la-mesa.ca.us

4. Delivery:

a. Delivery type (e.g. tank/wagon or truck/trailer):

Truck/Trailer

b. Delivery specifications: As Needed

c. Tank(s):

- 1) Number of tanks: 2 (one – gasoline, one–diesel) (**both underground**)
- 2) Size of tank (in gallons): 12,000/each

5. Fuel:

a. Fuel Type: **No 2 ULS Diesel** and Regular Unleaded Gasoline

b. Estimated annual quantity: 26,000 gallons Diesel; 78,000 gallons Gasoline

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

Port of San Diego

2. Name and Address of facility:

1400 Tidelands Ave
National City, CA 91950
(Tanks 1 & 2)

10th Ave Marine Terminal
San Diego, CA 92101
(Tank 3)

3. Contact Information:

Charlie Starns, Maintenance Supervisor
Cstarns@portofsandiego.org
619-686-6331

4. Delivery:

- a. Delivery type:

Truck (truck/trailer)

- b. Delivery specifications:

Upon Request Only

- c. Tank(s):

- 1) Number of tanks: 3
- 2) Size of tank (in gallons):

Tank 1 – 10,000 (Unleaded Regular) – Above Ground

Tank 2 – 5,000 (Renewable Diesel R-99-Clear) – Above Ground

Tank 3 – 1,850 (Off Highway Red ULS Diesel) – Gottwald Crane Fuel Tank

5. Fuel:

- a. Estimated annual quantity and fuel specifications:

Tank 1 – Unleaded Regular – 52,000

Tank 2 – Renewable Diesel R-99-Clear – 11,000

Tank 3 – Off Highway Red ULS Diesel – 4,000

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

Zoological Society of San Diego

2. Name and address of facility

San Diego Zoo Safari Park
15500 San Pasqual Valley Rd.
Escondido, CA 92027-7017

3. Contact information

Dirk Monnartz
Fleet Maintenance Supervisor
p. 760.738.5087
f. 760.738.5092
dmonnartz@sandiegozoo.org

Kevin Brown
Lead Mechanic
p. 760.796.5655
f. 760.796.5605
kbrown@sandiegozoo.org

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bobtail truck

b. Delivery specifications

- 1) Weekly – Tuesdays prior to 9:00 a.m.
- 2) 1,500 Gallons Gasoline available on truck
- 3) Diesel ordered as needed.

c. Tank(s)

1) Number of tanks

4

2) Size of tank (in gallons)

- a. 87 Octane Gasoline – 1 @ 2,000 gallons (underground), 1 @ 1,000 gallons (above ground)
- b. Ultra low sulfur Diesel Grade 2 – 1 @ 2,000 gallons (underground), 1 @ 1,000 gallons (above ground)

Appendix B

5. Fuel

Fuel Type:

- 1) Gasoline Regular (87 Octane)
- 2) Ultra low sulfur Diesel Grade 2 (Highway)

b. Estimated annual quantity:

- 1) Gasoline 83,000 gallons
- 2) Diesel 28,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root-Both underground tanks, OPW-Diesel above ground tank, Morrison Bros-Gasoline above ground tank

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

Zoological Society of San Diego/ DBA San Diego Zoo Global

2. Name and address of facility

San Diego Zoo
3391 Richmond Street
San Diego

3. Contact information

Chuck Windt
CWindt@sandiegozoo.org
Zoo Garage @ (619) 231-1515 ext. 4303

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck or Truck/Trailer.

b. Delivery specifications

Delivery gate is available M-F/6:00 a.m. – 3:00 p.m.

c. Tank(s) (both underground)

- 1) Number of Tanks – One (1) Gas and one (1) Diesel
- 2) Size of Tank (in Gallons) – 10,000 gal/gas and 2,000 gal/diesel.

5. Fuel

a. Fuel type

Gasoline – Premium, Diesel – Clear Ultra Low Sulfur

b. Estimated annual quantity

Gasoline @ 140,000 gallons, Diesel @ 10,000 gallons.

c. Fuel specifications

Gasoline is Premium and Diesel is Clear Ultra Low Sulfur.

6. **Additional Information**

Current Fuel Provider: SOCO

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Tank Monitoring Equipment: Veeder Root TLS-300

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista - Public Works Center
1800 Maxwell Rd.
Chula Vista, CA 91911

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Truck/trailer

b. Delivery specifications

As requested

c. Tank(s)

- 1) Number of tanks = 2 (**both above ground**)
- 2) Size of tanks (in gallons) = 12,000 each

5. Fuel

a. Fuel type

Regular Unleaded 87 octane gasoline
ULS Diesel-Clear (Carb approved)

b. Estimated annual quantity

Diesel = 69,200 gal.; Gasoline = 50,000

c. Fuel specifications: Diesel to meet ASTM standard D-6751.

6. **Additional Information**

Current Fuel Provider: SOCO

Appendix B

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista Fire Station #2
80 E. "J" St.
Chula Vista, CA 91910

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/wagon

b. Delivery specifications

Keep full

c. Tank(s)

- 1) Number of tanks = 2 (**both underground**)
- 2) Size of tank (in gallons) = 1,000 each

5. Fuel

a. Fuel type

Unleaded 87 octane gasoline
ULS Diesel-Clear (Carb approved)

b. Estimated annual quantity

Diesel = 20,200 gal.; Gasoline = 26,700 gal.

c. Fuel specifications

Diesel to meet ASTM standard D-6751.

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista Fire Station #4
850 Paseo Ranchero
Chula Vista, CA 91911

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon)

Tank/wagon

b. Delivery specifications

Keep full

c. Tank(s)

- 1) Number of tanks = 2 (both above ground)
- 2) Size of tank (in gallons) = 500 and 1,000

5. Fuel

a. Fuel type

Red Diesel (off road)
ULS Diesel -Clear (Carb approved)

b. Estimated annual quantity

Red Diesel = 500; Diesel = 10,800 gal.

c. Fuel specifications

Diesel to meet ASTM standard D-6751.

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Chula Vista

2. Name and address of facility

City of Chula Vista Fire Station #7
1640 Santa Venetia St.
Chula Vista, CA 91911

3. Contact information

Steve Knapp
Fleet Manager
(619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tank/wagon

b. Delivery specifications

Keep full

c. Tank(s)

- 1) Number of tanks = 2 (**both above ground**)
- 2) Size of tank (in gallons) = 1,000 each

5. Fuel

a. Fuel type

Unleaded 87 octane gasoline
ULS Diesel-Clear (Carb approved)

b. Estimated annual quantity

Diesel = 18,650 gal.; Gasoline = 32,600 gal.

c. Fuel specifications

Diesel to meet ASTM standard D-6751.

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6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

San Diego Community College District

2. Name and address of facility

City College – 1400 Park Blvd., San Diego, CA
Mesa College – 7250 Mesa College Dr., San Diego, CA
Miramar College – 10440 Black Mountain Rd., San Diego, CA

3. Contact information

Donn Betz
Building and Grounds Supervisor - SDCCD
1544 Frazee Rd., San Diego, CA
dbetz@sdccd.edu / 619-388-6422

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Shorter Truck

b. Delivery specifications:

During business hours. Monday through Friday, 6:30 a.m. to 5:00 p.m.

c. Tank(s)

- 1) Number of tanks: Three tanks
- 2) Size of tank (in gallons): 1,000 gallons each.

5. Fuel

a. Fuel type: Mid-grade unleaded

b. Estimated annual quantity: 70,000 to 75,000 gallons.

c. Fuel specifications: Mid-grade unleaded.

6. **Additional Information**

Current Fuel Provider: Information not available

Tank Monitoring Equipment: Information not available

Does current fuel provider manage inventory on tanks? Information not available

Appendix B

AGENCY DETAILS

1. Name of Agency

County of San Diego

2. Name and address of facility

County of San Diego
Department of General Services
Fleet Maintenance Division

3. Contact information

Michael Collins
Fleet Coordinator
858.694.2151
Mike.collins@sdcounty.ca.gov

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)
17 sites require truck and trailer delivery
4 sites require bobtail delivery

b. Delivery specifications
Monday – Friday 7:30 am to 3:30 pm
Deliver Upon Request from Department

c. Tank(s)

1) Number of tanks 37

2) Size of tank

Unleaded

1 20,000 gallon tank
1 15,000 gallon tank
14 12,000 gallon tanks
2 8,000 gallon tanks
1 2,000 gallon tank
2 1,000 gallon tanks

Diesel

13 12,000 gallon tanks
2 2,000 gallon tanks
1 1,000 gallon tank

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AGENCY DETAILS

5. Fuel

a. Fuel type

Regular Unleaded
No. 2 Diesel
Bio-Diesel

b. Estimated annual quantity

Unleaded = 2.5 million gallons
Diesel = **561,506 gallons**

c. Fuel specifications

Regular Unleaded Gasoline
Ultra Low Sulfur Diesel

6. Additional Information

Current Fuel Provider: Mansfield Oil Co.

Tank Monitoring Equipment: Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency

City of Coronado

2. Name and address of facility

Primary Facility: Department of Public Services
City of Coronado
101 B Avenue
Coronado, CA 92118

Secondary Facility: Coronado Cays Fire Department, 101 Grand Caribe Causeway,
Coronado, CA 92118

Tertiary Facility: City of Coronado Golf Course, 635 Glorietta Blvd., Coronado, CA
92118

3. Contact information:

Cecilia Lyon, Management Analyst, Department of Public Services, 619.522.7311
cecilial@coronado.ca.us

Maria Herrera, Management Assistant, Department of Public Services, 619.522.7381
mherrera@coronado.ca.us

**Denise Johnson, Department of Public Services, (619) 522-7349,
djohnson1@coronado.ca.us**

4. Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Tanker aka tractor/trailer

b. Delivery specifications:

Primary Facility: Fuel is delivered every Tuesday and Thursday

Secondary Facility: Fuel is delivered every 2 months

Tertiary Facility: Fuel is delivered twice a month.

c. Tank(s)

1) Number of tanks

At Primary Facility (101 A Avenue): Two (2) above-ground tanks totaling 2,000 gallons unleaded and 1,000 gallons diesel

Appendix B

At Secondary Facility (101 Grand Caribe Causeway): One (1) above-ground dual-fuel tank: 500 gallons unleaded, 1000 gallons diesel
At Tertiary Facility (635 Glorietta Blvd.): One (1) above-ground dual-fuel storage tank: 750 gallons diesel and 250 gallons unleaded gas.

2) Size of tank (in gallons):

Primary Facility: One 2,000 gallon tank (unleaded) and One 1,000 gallon tank (diesel)

Secondary Facility: One 1,500 gallon tank (dual-fuel)

Tertiary Facility: One 1,000 gallon tank (dual-fuel)

5. Fuel

a. Fuel type:

Mid-grade Unleaded & diesel,

b. Estimated annual quantity:

62,000 gallons unleaded mid-grade
26,000 gallons diesel

c. Fuel specifications:

Diesel must be mid-grade for our police vehicles.

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: OPW 200TG, At a Glance THERMAL, Krueger Sentry

Does current fuel provider manage inventory on tanks? Yes

Appendix B

AGENCY DETAILS

1. Name of Agency:

Valley Center-Pauma Unified School District

2. Name and Address of facility:

Transportation Department
28751 Cole Grade Rd.
Valley Center, CA 92082

3. Contact Information:

Cheri McGee
Director, Transportation
(760) 749-6382

Or

Lauren Holt
Purchasing
(760) 749-04644.
Holt.la@vcpusd.org

4. Delivery:

- a. Delivery type

Truck (truck/trailer)

- b. Delivery specifications

Once per Week

- c. Tank(s)

1) Number of tanks: 1 (split tank)

2) Size of tank (in gallons):

Tank 1 – 1,000 (87 Octane Regular) – Above Ground

Tank 2 – 4,000 (Ultra Low Sulfur Diesel) – Above Ground

5. Fuel:

- a. Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 23,090

Tank 2 – Ultra Low Sulfur Diesel – 40,659

Appendix B

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root System**

Does current fuel provider manage inventory on tanks? **No**

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Public Works Tank 1
475 N. Spruce St.
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck and Trailer (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Weekly

- c. Tank(s):

- 1) Number of tanks: 1

- 2) Size of tank (in gallons):

Tank 1 – 10,000 (87 Octane Regular) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 220,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Public Works Tank 2
475 N. Spruce St.
Escondido, CA 92025

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck and Trailer (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Weekly

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 10,000 (87 Octane Regular) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 220,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Public Works Tank 3
475 N. Spruce St.
Escondido, CA 92025

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Bi-Weekly

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 5,000 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 50,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lake Wohlford
25453 Lake Wohlford Rd
Escondido, CA 92027

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck and Trailer (truck/trailer)

- b. Delivery specifications:

As Needed/Approximately Quarterly

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 500 (87 Octane Regular) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 87 Octane Regular – 1,800 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

HARRF Tank 1
1521 S. Hale Avenue
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 1,000 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Ultra Low Sulfur Diesel Clear – 2,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

HARRF Tank 2
1521 S. Hale Avenue
Escondido, CA 92029

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 660 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Ultra low sulfur diesel Clear – 1,200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

HARRF Tank 3
1521 S. Hale Avenue
Escondido, CA 92029

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 660 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Ultra Low Sulfur Diesel Clear – 1,200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #1
3680 Sunset Drive
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 300 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 600 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #2
2698 S. Escondido Blvd.
Escondido, CA 92025

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 105 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 200 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #3
2045 S. Escondido Blvd.
Escondido, CA 92025

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 150 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 300 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Lift Station #11
1400 Country Club
Escondido, CA 92029

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

a. Delivery type:

Bobtail Truck (truck/trailer)

b. Delivery specifications:

As Needed

c. Tank(s):

- 1) Number of tanks: 1
- 2) Size of tank (in gallons):
Tank 1 – 80 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 160 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Police Shooting Range

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 100 (Diesel-Red) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – Diesel Red – 500 gallons

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 1
310 N. Quince
Escondido, CA 92025

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

1) Number of tanks: 1

2) Size of tank (in gallons):

Tank 1 – 2000 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 13,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 2
421 N. Midway
Escondido, CA 92027

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 3
1808 Nutmeg St
Escondido, CA 92026

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 4
3301 Bear Valley Pkwy
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
- 2) Size of tank (in gallons):
Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 5
2319 Felicita Rd
Escondido, CA 92025

3. Contact Information:

Jeramiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):
Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 6
1735 Del Dios Rd.
Escondido, CA 92029

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

City of Escondido

2. Name and Address of facility:

Fire Station 7
1220 N. Ash St.
Escondido, CA 92027

3. Contact Information:

Jeremiah Jennings or Misty Breymeyer
760-839-4883
fleet@escondido.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 1
2) Size of tank (in gallons):

Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – ULS Diesel Clear – 3,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

Chula Vista Elementary School District

2. Name and Address of facility:

Education Service and Support Center
84 East J Street,
Chula Vista, CA 91910

3. Contact Information:

Ken Shilling - Fleet Maintenance Supervisor
619-425-9600 ext. 161605
Kenneth.shilling@cvesd.org

4. Delivery:

a. Delivery type:

Bobtail Truck (truck/trailer)

b. Delivery specifications:

As Needed

c. Tank(s):

1) Number of tanks: 2

2) Size of tank (in gallons):

Tank 1 – 5000 (Unleaded) – Above Ground

Tank 2 – 5000 (Ultra Clear Low Sulfur Diesel) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 29,700 gallons

Tank 2 – 16,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Trusco-5,000 gallon tank, Veeder Root-10,000 gallon tank

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

Chula Vista Elementary School District

2. Name and Address of facility:

CVESD Corporate Yard
1855 Maxwell Road
Chula Vista, CA 91911

3. Contact Information:

Theron Neal, Director Transportation Services
619-425-9600 ext. 161602
Theron.Neal@cvesd.org

4. Delivery:

- a. Delivery type:

Bobtail Truck (truck/trailer)

- b. Delivery specifications:

As Needed

- c. Tank(s):

- 1) Number of tanks: 2
2) Size of tank (in gallons):

Tank 1 – 10,000 (Regular Unleaded) – Above Ground

Tank 2 – 10,000 (Ultra Clear Low Sulfur Diesel) – Above Ground

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 4,000 gallons

Tank 2 – 76,800 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Trusco-5,000 gallon tank, Veeder Root-10,000 gallon tank

Does current fuel provider manage inventory on tanks? No

Appendix B

AGENCY DETAILS

1. Name of Agency:

San Diego State University

2. Name and Address of facility:

SDSU Facilities
5500 Campanile Dr.
San Diego, CA 92182

3. Contact Information:

Cesar Romero, Assistant Director SDSU Facilities Dept.
619-594-4968
Cesar.romero@sdsu.edu

4. Delivery:

a. Delivery type:

Bobtail Truck (truck/trailer)

b. Delivery specifications:

As Needed

c. Tank(s):

1) Number of tanks: 2

2) Size of tank (in gallons):

Tank 1 – 12,000 (Unleaded)

Tank 2 – 2,000 (Ultra Low Sulfur Red Diesel) – Off Highway

5. Fuel:

Estimated annual quantity and fuel specifications:

Tank 1 – 53,200 gallons

Tank 2 – 2,700 gallons

6. Additional Information

Current Fuel Provider: Information not available

Tank Monitoring Equipment: Information not available

Does current fuel provider manage inventory on tanks? Information not available

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: SC Commercial, LLC

Certified By Robert W. Bollar Title Corp. Sec.

 Name
 Signature Date 2/25/19

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: SC Commercial, LLC, a Delaware limited liability company

ADA/DBA: SC Fuels

Address (Corporate Headquarters, where applicable): 1800 W. Katella Avenue, Ste. 400

City: Orange County: Orange State: CA Zip: 92867

Telephone Number: (714) 744-7140 Fax Number: (714) 922-7273

Name of Company CEO: Steven P. Greinke

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 5962 Priestly Drive

City: Carlsbad County: San Diego State: CA Zip: 92008

Telephone Number: (714) 744-7140 Fax Number: (714) 922-7273 Email: mdavis@thesocogroup.com

Type of Business: Wholesale commercial fuels and lubricant s Type of License: Business License

The Company has appointed: Chris Mattson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1800 W. Katella Avenue, Ste. 400, Orange, CA 92867

Telephone Number: 714-516-7294 Fax Number: _____ Email: mattsonc@scfuels.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of SC Commercial, LLC, a Delaware limited liability company

(Firm Name)

Orange, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25th day of Feb, 2019



(Authorized Signature)

Robert W. Bollar, Corp. Sec.

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: SC Commercial, LLC

DATE: 2/25/19

OFFICE(S) or BRANCH(ES): All employees

COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	6	1	0	0	0	0	2	1	16	7	0	0
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	5	1	0	0	0	0	0	0	11	4	0	0
Administrative Support	1	2	6	7	0	2	0	0	0	0	6	16	0	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	7	0	0	0	0	0	0	0	3	0	0	0
Operative Workers	5	0	74	0	2	0	1	0	3	0	33	0	5	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	8	1	1	0	0	0	0	0	5	0	1	1

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	6	2	106	10	3	2	1	0	5	1	74	27	6	3
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Grand Total All Employees

246

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	6	0	0	1	0	0	0	1	6	1	0	1
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: SC Commercial, LLC

DATE: 2/25/19

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public
Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community
and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School
Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and
Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related
Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective
Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants
and Aides
Other Food Preparation and Serving Related
Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging
Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment
Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair
Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and
Repair Workers
Supervisors, Construction and Extraction
Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**City of San Diego
 CONTRACTOR STANDARDS
 Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal for Fuel

B. BIDDER/PROPOSER INFORMATION:

SC Commercial, LLC, a Delaware limited liability company		Ca	
Legal Name		DBA	
1800 W. Katella Avenue, Ste. 400	Orange	CA	92867
Street Address	City	State	Zip
Matt Davis, South Regional Manager	(760) 804-8460	(760) 929-8063	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jonathan DaDeppo	Bid Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Matt Davis	South Regional Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Patrick Barnecut	President
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Steven P. Greinke	Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Manager	
Interest in the transaction	

Southern Counties Oil Co., a California Limited Partnership	Member
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100% Ownership of SC Commercial, LLC	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Item 16.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

N/A

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 08/24/2018 State of formation: Delaware

List the name, title and address of members who own ten percent (10%) or more of the company:

Southern Counties Oil Co., a California Limited Partnership owned by Frank P. Greinke, Steven P. Greinke, and
Cindy A. Greinke-Juliano

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Comerica Bank

Point of Contact: John Yarter

Address: 611 Anton Blvd #100, Costa Mesa, CA 92626

Phone Number: (714) 435-3923

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: will obtain upon award Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Anaheim (current)

Contact Name and Phone Number: Mike McCarty (714) 765-6826
Contact Email: MMcCarty@anaheim.net
Address: 200 S. Anaheim Blvd., Ste. 620, Anaheim,, CA 92805
Contract Date: January 1, 2014
Contract Amount: \$ 3,021,587.00
Requirements of Contract: Supply and deliver gas, diesel, & biodiesel

Company Name: Long Beach Public Transportation Co.
Contact Name and Phone Number: Mike Zito, Buyer (562) 599-8553
Contact Email: mzito@lbtransit.com
Address: 1963 E. Anaheim Street, Long Beach, CA 90813
Contract Date: July 1, 2016
Contract Amount: \$ 0.00
Requirements of Contract: Supply and deliver diesel fuel (\$ no stated)
Company Name: City of Los Angeles
Contact Name and Phone Number: Shane Vongchaisaree 213-978-3168
Contact Email: shane.vongchaisaree@lacity.org
Address: 111 E. First Street, Room 110, Los Angeles, CA 90012
Contract Date: July 1, 2006
Contract Amount: \$ 0.00
Requirements of Contract: Supply and deliver Unleaded (\$0 Maximum)

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

- 1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**
- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

- 3. Are you certified as any of the following:
 - a. Disabled Veteran Business Enterprise Certification # N/A
 - b. Woman or Minority Owned Business Enterprise Certification # N/A
 - c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Robert W. Bollar, Corp. Sec.

Name and Title



Signature

2/25/19

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business? Yes.

- Cardlock Fuels System, Inc.
- PNEC Corporation
- Southern Counties Oil Co., a California Limited Partnership
- SC Retail, LLC
- United Fuel & Energy Corporation.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Robert W. Bollar, Corp. Sec.

Print Name, Title



Signature

2/25/19

Date

THE SOCO GROUP, INC.

OPIS Benchmark Pricing – August 13th, 2018 – 10:00am

1. Unleaded Gasoline = \$222.25/100 gallons = \$2.2225/gallon
2. Ultra Low Sulfur Diesel = \$242.25/100 gallons = \$2.4225/gallon
3. Biodiesel (BRD Low Rack) = \$251.50/100 gallons = \$2.5150/gallon
4. Renewable Diesel = \$246.00/100 gallons = \$2.4600/gallon
 (Unbranded Low Rack -Ultra Low Sulfur Diesel -Los Angeles)

Market Differential Price Schedule Proposal, Including Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City, with no changes to the spreadsheet formatting. All four digits to the right of the \$0. decimal point must be completed by the Proposer. If one or more of the four digits called for are omitted by the Proposer, the City will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer. Any changes to or deviations from the below Price Schedule will be considered non-responsive and cause for the Proposer to be rejected as non-responsive.

**ADDENDUM D
 AUGUST 1st, 2018**

AGENCY	DEPARTMENT	DIVISION OR LOCATION	FUEL TYPE	ESTIMATED ANNUAL QUANTITY (GALLONS)	TRANSPORT LOAD (-)	TRANSPORT LOAD (+)	SHORT TRANSPORT LOAD (-)	SHORT TRANSPORT LOAD (+)	TANK WAGON LOAD (-)	TANK WAGON LOAD (+)	Price per gallon with OPIS index pricing	Extended Price (total price per gallon x Annual Quantity)
CITY OF CARLSBAD	FLEET OPERATIONS		REGULAR UNLEADED GASOLINE	179,903	(-) \$0.	OR (+) \$0.	\$0.0192	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2417	\$403,288.56
CITY OF CARLSBAD	FLEET OPERATIONS		ULTRA LOW SULFUR DIESEL NO. 2	52,843	(-) \$0.	OR (+) \$0.	\$0.0238	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.4463	\$129,269.83
CITY OF CHULA VISTA	PUBLIC WORKS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	69,200	(-) \$0.	OR (+) \$0.	\$0.0244	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.4469	\$169,325.48
CITY OF CHULA VISTA	FIRE STATION 2		ULTRA LOW SULFUR DIESEL NO. 2	20,200	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2861	(-) \$0.	\$2.7086	\$54,713.72
CITY OF CHULA VISTA	FIRE STATION 4		ULTRA LOW SULFUR DIESEL NO. 2	10,800	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2861	(-) \$0.	\$2.7086	\$29,252.88
CITY OF CHULA VISTA	FIRE STATION 4		RED DIESEL-OFF ROAD	500	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2861	(-) \$0.	\$2.7086	\$1,354.30
CITY OF CHULA VISTA	FIRE STATION 7		ULTRA LOW SULFUR DIESEL NO. 2	18,650	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2861	(-) \$0.	\$2.7086	\$50,515.39
CITY OF CHULA VISTA	PUBLIC WORKS CENTER		REGULAR UNLEADED GASOLINE	50,000	(-) \$0.	OR (+) \$0.	\$0.0168	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2393	\$111,965.00
CITY OF CHULA VISTA	FIRE STATION 2		REGULAR UNLEADED GASOLINE	26,700	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2861	(-) \$0.	\$2.5086	\$66,979.62
CITY OF CHULA VISTA	FIRE STATION 7		REGULAR UNLEADED GASOLINE	32,600	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2861	(-) \$0.	\$2.5086	\$81,780.36
CITY OF LA MESA	PUBLIC WORKS OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	78,000	(-) \$0.	OR (+) \$0.	\$0.0168	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2393	\$174,665.40
CITY OF LA MESA	PUBLIC WORKS OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	26,000	(-) \$0.	OR (+) \$0.	\$0.0228	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.4453	\$63,577.80
CITY OF SAN DIEGO	FLEET SERVICES	CENTRAL OPERATIONS YARD	RENEWABLE DIESEL-R99	116,000	(-) \$0.	OR (+) \$0.	\$0.1048	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.5648	\$297,516.80
CITY OF SAN DIEGO	FLEET SERVICES	ROSE CANYON OPERATIONS YARD	RENEWABLE DIESEL-R99	161,000	(-) \$0.	OR (+) \$0.	\$0.1048	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.5648	\$412,932.80
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR LANDFILL (MINI OPS)	RENEWABLE DIESEL-R99	747,000	(-) \$0.	OR (+) \$0.	\$0.1055	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.5655	\$1,916,428.50
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR PLACE OPERATIONS YARD	RENEWABLE DIESEL-R99	529,000	(-) \$0.	OR (+) \$0.	\$0.1055	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.5655	\$1,357,149.50
CITY OF SAN DIEGO	FIRE-RESCUE	LIFEGUARD	REGULAR UNLEADED GASOLINE	16,438	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.0926	(-) \$0.	\$2.3151	\$38,055.61
CITY OF SAN DIEGO	FLEET SERVICES	CENTRAL OPERATIONS YARD	REGULAR UNLEADED GASOLINE	287,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$641,186.70
CITY OF SAN DIEGO	FLEET SERVICES	ROSE CANYON OPERATIONS YARD	REGULAR UNLEADED GASOLINE	185,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$413,308.50
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR PLACE OPERATIONS YARD	REGULAR UNLEADED GASOLINE	19,400	(-) \$0.	OR (+) \$0.	\$0.0122	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2347	\$43,353.18
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHERN	REGULAR UNLEADED GASOLINE	138,000	(-) \$0.	OR (+) \$0.	\$0.0122	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2347	\$308,388.60
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHEASTERN	REGULAR UNLEADED GASOLINE	128,000	(-) \$0.	OR (+) \$0.	\$0.0130	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2355	\$286,144.00
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, EASTERN	REGULAR UNLEADED GASOLINE	221,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$493,736.10
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, SOUTHEASTERN	REGULAR UNLEADED GASOLINE	107,000	(-) \$0.	OR (+) \$0.	\$0.0129	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2354	\$239,187.80
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, CENTRAL	REGULAR UNLEADED GASOLINE	322,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$719,380.20
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, WESTERN	REGULAR UNLEADED GASOLINE	155,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$346,285.50
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, SOUTHERN	REGULAR UNLEADED GASOLINE	95,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$212,239.50
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, MID-CITY	REGULAR UNLEADED GASOLINE	104,000	(-) \$0.	OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2341	\$232,346.40
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHWESTERN	REGULAR UNLEADED GASOLINE	64,000	(-) \$0.	OR (+) \$0.	\$0.0131	(-) \$0.	OR (+) \$0.	(-) \$0.	\$2.2356	\$143,078.40
CITY OF SAN DIEGO	FLEET SERVICES	FIRE-RESCUE, REPAIR FACILITY	REGULAR UNLEADED GASOLINE	28,000	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2872	(-) \$0.	\$2.5097	\$70,271.60
CITY OF SAN DIEGO	FLEET SERVICES	MISSION BAY GOLF COURSE	REGULAR UNLEADED GASOLINE	1,569	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.5962	(-) \$0.	\$2.8187	\$4,422.54
CITY OF SAN DIEGO	FLEET SERVICES	MISSION BAY GOLF COURSE	BIODIESEL, B5	1,126	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.5962	(-) \$0.	\$3.1112	\$3,503.21
CITY OF SAN DIEGO	GOLF OPERATIONS	TORREY PINES GOLF COURSE	REGULAR UNLEADED GASOLINE	12,579	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2146	(-) \$0.	\$2.4371	\$30,656.28
CITY OF SAN DIEGO	GOLF OPERATIONS	TORREY PINES GOLF COURSE	BIODIESEL, B5	11,827	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2146	(-) \$0.	\$2.7296	\$32,282.98
CITY OF SAN DIEGO	GOLF OPERATIONS	BALBOA PARK GOLF COURSE	REGULAR UNLEADED GASOLINE	1,216	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.3592	(-) \$0.	\$2.5817	\$3,139.35
CITY OF SAN DIEGO	GOLF OPERATIONS	BALBOA PARK GOLF COURSE	BIODIESEL, B5	1,443	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.3592	(-) \$0.	\$2.8742	\$4,061.24
CITY OF SAN DIEGO	FLEET SERVICES	SDCCU (QUALCOMM) STADIUM	REGULAR UNLEADED GASOLINE	1,630	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1927	(-) \$0.	\$2.4152	\$3,936.78
CITY OF SAN DIEGO	FLEET SERVICES	SDCCU (QUALCOMM) STADIUM	ULTRA LOW SULFUR DIESEL NO. 2	1,760	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1927	(-) \$0.	\$2.6152	\$4,602.75
CITY OF SAN DIEGO	COMMUNITY PARKS	MT HOPE CEMETERY	REGULAR UNLEADED GASOLINE	1,760	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2581	(-) \$0.	\$2.4806	\$4,365.86
CITY OF SAN DIEGO	COMMUNITY PARKS	MT HOPE CEMETERY	ULTRA LOW SULFUR DIESEL NO. 2	1,410	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2581	(-) \$0.	\$2.6806	\$3,779.65
CITY OF SAN DIEGO	FIRE-RESCUE	RESCUE HEADQUARTERS	ULTRA LOW SULFUR DIESEL NO. 2	510,299	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2125	(-) \$0.	\$2.6350	\$1,344,637.87

CITY OF SAN DIEGO	PUBLIC UTILITIES	PUMP STATION 2	ULTRA LOW SULFUR DIESEL NO. 2	100	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$320.97	
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT - GAS UTILIZATION FACILITY	ULTRA LOW SULFUR DIESEL NO. 2	200	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$641.94	
CITY OF SAN DIEGO	PUBLIC UTILITIES	GROVE AVENUE PUMP STATION	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$385.16	
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$385.16	
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT	REGULAR UNLEADED GASOLINE	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,0097	\$361.16	
CITY OF SAN DIEGO	PUBLIC UTILITIES	METROPOLITAN OPERATIONS CENTER	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$385.16	
CITY OF SAN DIEGO	PUBLIC UTILITIES	OTAY RIVER PUMP STATION	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$385.16	
CITY OF SAN DIEGO	PUBLIC UTILITIES	SOUTH BAY WATER RECLAMATION PLANT	ULTRA LOW SULFUR DIESEL NO. 2	120	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.7872	(-) \$0.	OR (+) \$0.	\$3,2097	\$385.16	
CITY OF SAN DIEGO	FLEET SERVICES	CHOLLAS OPERATIONS YARD	RENEWABLE DIESEL-R99	578,000	(-) \$0.		OR (+) \$0.	\$0.1061	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,5661	\$1,483,205.80	
CITY OF SAN DIEGO	FLEET SERVICES	CHOLLAS OPERATIONS YARD	REGULAR UNLEADED GASOLINE	349,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2341	\$779,700.90	
CITY OF SAN DIEGO	PUBLIC UTILITIES	WATER OPERATIONS BRANCH, SYSTEM OPERATIONS DIVISION	ULTRA LOW SULFUR DIESEL NO. 2	2,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2898	(-) \$0.	OR (+) \$0.	\$2,7123	\$5,424.60	
CITY OF SANTEE	FIRE STATION NO. 5		REGULAR UNLEADED GASOLINE	4,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2415	(-) \$0.	OR (+) \$0.	\$2,4640	\$9,856.00	
CITY OF SANTEE	FIRE STATION NO. 5		ULTRA LOW SULFUR DIESEL NO. 2	10,500	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2415	(-) \$0.	OR (+) \$0.	\$2,6640	\$27,972.00	
CITY OR CORONADO			ULTRA LOW SULFUR DIESEL NO. 2	26,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1334	(-) \$0.	OR (+) \$0.	\$2,5559	\$66,453.40	
CITY OF CORONADO			MID-GRADE UNLEADED GASOLINE	62,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1334	(-) \$0.	OR (+) \$0.	\$2,3559	\$146,065.80	
COUNTY OF SAN DIEGO			REGULAR UNLEADED GASOLINE	2,500,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2341	\$5,585,250.00	
COUNTY OF SAN DIEGO			ULTRA LOW SULFUR DIESEL NO. 2	561,506	(-) \$0.		OR (+) \$0.	\$0.0139	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,4364	\$1,368,053.22	
		ALTERNATIVE TO ULS DIESEL	RENEWABLE DIESEL-R99	561,506	(-) \$0.		OR (+) \$0.	\$0.1055	(-) \$0.	OR (+) \$0.	\$0.1255	(-) \$0.	OR (+) \$0.	\$0,4500	
ESCONDIDO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION YARD		ULTRA LOW SULFUR DIESEL NO. 2	35,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1486	(-) \$0.	OR (+) \$0.	\$2,5711	\$89,988.50	
LA MESA SPRING VALLEY SCHOOL DISTRICT	OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	18,000	(-) \$0.		OR (+) \$0.	\$0.0131	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2356	\$40,240.80	
LA MESA SPRING VALLEY SCHOOL DISTRICT	OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	70,000	(-) \$0.		OR (+) \$0.	\$0.0141	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,4366	\$170,562.00	
PORT OF SAN DIEGO	1400 TIDELANDS		REGULAR UNLEADED GASOLINE	52,000	(-) \$0.		OR (+) \$0.	\$0.0167	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2392	\$116,438.40	
PORT OF SAN DIEGO	1400 TIDELANDS		RENEWABLE DIESEL R-99-CLEAR	11,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1428	(-) \$0.	OR (+) \$0.	\$2,6028	\$28,630.80	
PORT OF SAN DIEGO	10TH AVE. MARINE TERMINAL		ULTRA LOW SULFUR DIESEL NO. 2-RED	4,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1275	(-) \$0.	OR (+) \$0.	\$2,5500	\$10,200.00	
RANCHO SANTA FE FIRE PROTECTION DISTRICT			REGULAR UNLEADED GASOLINE	24,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2784	(-) \$0.	OR (+) \$0.	\$2,5009	\$60,021.60	
RANCHO SANTA FE FIRE PROTECTION DISTRICT			ULTRA LOW SULFUR DIESEL NO. 2	9,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2784	(-) \$0.	OR (+) \$0.	\$2,7009	\$24,308.10	
SAN DIEGO COMMUNITY COLLEGE			MID-GRADE UNLEADED GASOLINE	75,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1888	(-) \$0.	OR (+) \$0.	\$2,4113	\$180,847.50	
SAN DIEGO COUNTY OFFICE OF EDUCATION			REGULAR UNLEADED GASOLINE	44,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.0650	(-) \$0.	OR (+) \$0.	\$2,2875	\$100,650.00	
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	VEOLIA/MTS		ULTRA LOW SULFUR DIESEL NO. 2	163,641	(-) \$0.		OR (+) \$0.	\$0.1024	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,5249	\$413,177.16	
SAN DIEGO TRANSIT CORPORATION	IMPERIAL AVENUE DIVISION		REGULAR UNLEADED GASOLINE	112,047	(-) \$0.		OR (+) \$0.	\$0.0311	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2536	\$252,509.12	
SAN DIEGO TRANSIT CORPORATION	KEARNY MESA DIVISION		REGULAR UNLEADED GASOLINE	16,788	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2884	(-) \$0.	OR (+) \$0.	\$2,5109	\$42,152.90	
SAN DIEGO TRANSIT CORPORATION	IMPERIAL AVENUE DIVISION		ULTRA LOW SULFUR DIESEL NO. 2	7,500	(-) \$0.		OR (+) \$0.	\$0.0310	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,4535	\$18,401.25	
METROPOLITAN TRANSIT SYSTEM ACCESS & MCS MINIBUS		COPELY PARK DIVISION)	REGULAR UNLEADED GASOLINE	661,204	(-) \$0.		OR (+) \$0.	\$0.0352	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2577	\$1,492,800.27	
SAN DIEGO TROLLEY			REGULAR UNLEADED GASOLINE	148,200	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.3237	(-) \$0.	OR (+) \$0.	\$2,5462	\$377,346.84	
SAN DIEGO UNIFIED SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	240,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2341	\$536,184.00	
SAN DIEGO UNIFIED SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		RENEWABLE DIESEL - R99	1,400,000	(-) \$0.		OR (+) \$0.	\$0.1048	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,5648	\$3,590,720.00	
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		MID-GRADE UNLEADED GASOLINE	50,000	(-) \$0.		OR (+) \$0.	\$0.0116	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2341	\$111,705.00	
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	70,000	(-) \$0.		OR (+) \$0.	\$0.0160	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,4385	\$170,695.00	
SOUTH BAY UNION SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	30,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1297	(-) \$0.	OR (+) \$0.	\$2,3522	\$70,566.00	
SOUTH BAY UNION SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	20,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.1297	(-) \$0.	OR (+) \$0.	\$2,5522	\$51,044.00	
SWEETWATER AUTHORITY	OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	36,000	(-) \$0.		OR (+) \$0.	\$0.0190	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2,2415	\$80,694.00	
SWEETWATER AUTHORITY	OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	14,000	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.2550	(-) \$0.	OR (+) \$0.	\$2,0775	\$37,485.00	
SWEETWATER AUTHORITY	PERDUE WATER TREATMENT PLANT		ULTRA LOW SULFUR DIESEL NO. 2	2,600	(-) \$0.		OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$0.4087	(-) \$0.	OR (+) \$0.	\$2,8312	\$7,361.12	

SWEETWATER UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT	REGULAR UNLEADED GASOLINE	12,000	(-) \$0.	OR (+) \$0.	\$0.0180	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2.2405	\$26,886.00
SWEETWATER UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT	ULTRA LOW SULFUR DIESEL NO. 2	240,000	(-) \$0.	OR (+) \$0.	\$0.0210	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2.4435	\$586,440.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO	PREMIUM UNLEADED GASOLINE	140,000	(-) \$0.	OR (+) \$0.	\$0.0107	(-) \$0.	OR (+) \$0.	(-) \$0.	OR (+) \$0.	\$2.2332	\$312,648.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO SAFARI PARK	REGULAR UNLEADED GASOLINE	83,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.1700	(-) \$0.	\$2.3925	\$198,577.50
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO	ULTRA LOW SULFUR DIESEL	10,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.1700	(-) \$0.	\$2.5925	\$25,925.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO SAFARI PARK	ULTRA LOW SULFUR DIESEL NO. 2	28,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.1700	(-) \$0.	\$2.5925	\$72,590.00
VALLEY CENTER-PAUMA USD	TRANSPORTATION DEPARTMENT	REGULAR UNLEADED GASOLINE	23,090	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.2182	(-) \$0.	\$2.4407	\$56,355.76
VALLEY CENTER-PAUMA USD	TRANSPORTATION DEPARTMENT	ULTRA LOW SULFUR DIESEL NO. 2	40,659	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.2182	(-) \$0.	\$2.6407	\$107,368.22
CITY OF ESCONDIDO	PUBLIC WORKS TANK 1	REGULAR UNLEADED GASOLINE	220,000	(-) \$0.	OR (+) \$0.	\$0.0216	(-) \$0.	OR (+) \$0.		(-) \$0.	\$2.2441	\$493,702.00
CITY OF ESCONDIDO	PUBLIC WORKS TANK 2	REGULAR UNLEADED GASOLINE	220,000	(-) \$0.	OR (+) \$0.	\$0.0216	(-) \$0.	OR (+) \$0.		(-) \$0.	\$2.2441	\$493,702.00
CITY OF ESCONDIDO	PUBLIC WORKS TANK 3	ULTRA LOW SULFUR DIESEL	50,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.2125	(-) \$0.	\$2.6350	\$131,750.00
CITY OF ESCONDIDO	LAKE WOHLFORD	REGULAR UNLEADED GASOLINE	1,800	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.2950	(-) \$0.	\$2.5175	\$4,531.50
CITY OF ESCONDIDO	HARRE TANK 1	ULTRA LOW SULFUR DIESEL	2,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.4250	(-) \$0.	\$2.8475	\$5,695.00
CITY OF ESCONDIDO	HARRE TANK 2	ULTRA LOW SULFUR DIESEL	1,200	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.4250	(-) \$0.	\$2.8475	\$3,417.00
CITY OF ESCONDIDO	HARRE TANK 3	ULTRA LOW SULFUR DIESEL	1,200	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.4250	(-) \$0.	\$2.8475	\$3,417.00
CITY OF ESCONDIDO	LIFT STATION 1	DIESEL - RED	600	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$1.7000	(-) \$0.	\$4.1225	\$2,473.50
CITY OF ESCONDIDO	LIFT STATION 2	DIESEL - RED	200	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$1.7000	(-) \$0.	\$4.1225	\$824.50
CITY OF ESCONDIDO	LIFT STATION 3	DIESEL - RED	300	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$1.7000	(-) \$0.	\$4.1225	\$1,236.75
CITY OF ESCONDIDO	LIFT STATION 11	DIESEL - RED	160	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$1.7000	(-) \$0.	\$4.1225	\$659.60
CITY OF ESCONDIDO	POLICE SHOOTING RANGE	DIESEL - RED	500	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$1.9444	(-) \$0.	\$4.3669	\$2,183.45
CITY OF ESCONDIDO	FIRE STATION 1	ULTRA LOW SULFUR DIESEL	13,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.3542	(-) \$0.	\$2.7767	\$36,097.10
CITY OF ESCONDIDO	FIRE STATION 2	ULTRA LOW SULFUR DIESEL	3,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.9770	(-) \$0.	\$3.3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 3	ULTRA LOW SULFUR DIESEL	3,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.9770	(-) \$0.	\$3.3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 4	ULTRA LOW SULFUR DIESEL	3,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.9770	(-) \$0.	\$3.3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 5	ULTRA LOW SULFUR DIESEL	3,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.9770	(-) \$0.	\$3.3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 6	ULTRA LOW SULFUR DIESEL	3,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.9770	(-) \$0.	\$3.3995	\$10,198.50
CITY OF ESCONDIDO	FIRE STATION 7	ULTRA LOW SULFUR DIESEL	3,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.9770	(-) \$0.	\$3.3995	\$10,198.50
CHULA VISTA ESD	EDUCATION CENTER	REGULAR UNLEADED GASOLINE	29,700	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.1275	(-) \$0.	\$2.3500	\$69,795.00
CHULA VISTA ESD	EDUCATION CENTER	ULTRA LOW SULFUR DIESEL	16,000	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.1275	(-) \$0.	\$2.5500	\$40,800.00
CHULA VISTA ESD	CORPORATE YARD	REGULAR UNLEADED GASOLINE	4,000	(-) \$0.	OR (+) \$0.	\$0.0210	(-) \$0.	OR (+) \$0.		(-) \$0.	\$2.2435	\$8,974.00
CHULA VISTA ESD	CORPORATE YARD	ULTRA LOW SULFUR DIESEL	76,800	(-) \$0.	OR (+) \$0.	\$0.0189	(-) \$0.	OR (+) \$0.		(-) \$0.	\$2.4414	\$187,499.52
SAN DIEGO ST UNIV	FACILITIES	REGULAR UNLEADED GASOLINE	53,200	(-) \$0.	OR (+) \$0.	\$0.0210	(-) \$0.	OR (+) \$0.		(-) \$0.	\$2.2435	\$119,354.20
SAN DIEGO ST UNIV	FACILITIES	ULTRA LOW SULFUR DIESEL-RED	2,700	(-) \$0.	OR (+) \$0.		(-) \$0.	OR (+) \$0.	\$0.2429	(-) \$0.	\$2.6654	\$7,196.58
Total (All Agencies)											\$31,558,317.78	



CITY of ESCONDIDO

FUTURE AGENDA

7/27/2022

CONSENT CALENDAR - (J. PROCOPIO) - REQUEST TO INITIATE AN ANNEXATION FOR A 5.09 ACRE PARCEL LOCATED AT 0 ASH STREET (PLANNING CASE NO. 22-0154)

CONSENT CALENDAR - (J. PERPETUA OF HUMAN RESOURCES) AMENDMENT TO ESCONDIDO FIRE ASSOCIATION MEMORANDUM OF UNDERSTANDING TO INITIATE PARTICIPATION IN THE CALIFORNIA FIREFIGHTERS BENEFIT TRUST AND A CHANGE TO THE CITY'S MANAGEMENT AND UNCLASSIFIED SALARY AND BENEFITS PLAN 2021-2022 - Request the City Council Approve Resolution 2022-96 First Amendment to the Memorandum of Understanding Between Representatives of the Escondido Firefighters' Association - Safety Personnel - Non Safety Personnel, and The City of Escondido, January 1, 2021 - December 31, 2022 and Resolution 2022-97 Authorizing the City Manager to modify the Management and Unclassified Salary and Benefits Plan 2021-2022 to mandate continued contributions to the Retiree Medical Trust used by the Escondido Firefighters' Association for Employees Promoted to Fire Management positions.

CONSENT CALENDAR - (C. HOLMES) - AUDITING SERVICES CONTRACT - It is requested that the City Council adopted Resolution No. 2022-104 awarding a contract for audit services to Clifton Larson Allen LLP

CONSENT CALENDAR - (C. HOLMES) - AWARDS OF EMERGENCY MEDICAL SERVICES BILLING CONTRACT - It is requested that the City Council adopted Resolution No. 2022-105 authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement with Wittman Enterprise, LLC

8/3/2022 - NO MEETING (SUMMER BREAK)

8/10/2022

PRESENTATION - Clean Energy Alliance Update

CONSENT CALENDAR - (J. PROCOPIO) - SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT AGREEMENT - Request the City Council City Council authorize the City Manager or their designee to execute the Smart Growth Inceptive Program Grant (SGIP) Agreement

CONSENT CALENDAR-(R. VOGT) - FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT AWARD - It is requested that the City Council accept a Firehouse Subs Public Safety Foundation Grant Award in the amount of \$16,147.42 to purchase two Bullard QXT Thermal Imaging Cameras.

PUBLIC HEARING - (H. NELSON) Carefree Ranch Mobile Home Short-Form Application

CURRENT BUSINESS - (J. PROCOPIO) - ADOPTION ORDINANCE 2022-10 - UPDATES TO CALIFORNIA VEHICLE CODE SECTION 22358.8 TO RETAIN EXISTING SPEED LIMITS ON CERTAIN STREET SEGMENTS (first reading and introduction)

8/17/2022

CURRENT BUSINESS - (P. MCNAMARA, M.MORASCO) - REVIEW OF CALIFORNIA CENTER FOR THE ARTS MANAGEMENT AGREEMENT