




City of Oceanside

300 N. Coast Hwy. Oceanside, CA 92054

*** Original ***

Shipped From Matheson Tri-Gas Inc Dept LA 23793 Pasadena CA 91185-3793		Ship To City of Oceanside Fire Administration 300 N. Coast Hwy. Oceanside CA 92054		P.O. No. OP 1006834
Vendor No. 312052				Date 6/30/25
				Branch/ Plant 101
				Page 1
Ordered 7/1/2025	Requested 7/1/2025	Comments Approved by CC 06/28/2025 - File #25-857 - Item #5 Requested by: A. Mendoza		

Line	Rev	Description/Supplier Item	Ordered	Uom	Unit Price	Pu /Um	Extended Price	Account Number
1.000	0	25/26 EMS Oxygen Supplies		LS	0.00		100,000.00	550552101.5355
Total Order							100,000.00	

 PURCHASING OFFICER	7/7/2025 DATE	Total Order
		100,000.00

Conditions: The following standard purchase order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "CITY" shall mean the City of Oceanside, California.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** If no other written agreement between SELLER and CITY has been executed, then this order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY: no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. If a separate written agreement between SELLER and the CITY regarding this order has been executed, then in the event of conflict between the terms of said agreement and this purchase order the provisions of the written agreement shall govern.
3. **Compliance with 2 CFR Appendix II Part 200:** SELLER agrees to comply with any applicable sections of 2 CFR Appendix II Part 200 relating to required contract provisions for federal awards. Any applicable sections are incorporated into this Agreement by reference.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by CITY.
5. **Risk of loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payments shall be made after satisfactory acceptance of shipments by CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless for liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by CITY by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, State or Federal codes, ordinances, orders, or statutes including Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any remedies provided by law.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY's prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by given SELLER written notice; whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay reasonable value of SELLER's prior performance, but not more than contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Non-Discrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees not to engage nor permit any subcontractors, where applicable, to engage in discrimination in the employment of persons because of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation of such person.
12. **Termination:** CITY reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.
13. **Taxes:** Unless otherwise provided herein or by law, price quoted may not include California State sales or use tax.
14. **Shipping Notice:** Shall be mailed as soon as material has been forwarded, giving order number, also condensed description of material.
15. **Invoice in Duplicate:** Attn. Accounts Payable.
16. **Any and All Equipment:** Used or purchased in connection with this order must meet the applicable regulations and requirements for operation and/or use in San Diego County.

WORK ORDER CONDITIONS

17. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of CITY.
18. **Indemnification:** Seller agrees to defend, indemnify and hold harmless CITY, its officers, employees and agents from any claims, demands or liability for injury to any persons or property arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole active negligence or willful misconduct of CITY, its officers, employees or agents.
19. **Safety/Liability Language:** In connection with the performance of this contract, CITY shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. SELLER agrees that CITY, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. SELLER acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event CITY identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite CITY is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. CITY may also, at its sole authority and discretion, issue an immediate stop work order to SELLER to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by CITY to SELLER in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by SELLER or SELLER's agents or subcontractors against CITY.
20. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified, naming the CITY as additional insured where applicable: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$2,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$2,000,000 combined single limit each occurrence. If CITY so desires, these limits may be increased or decreased.
21. **Bill and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
22. **Bonds:** If CITY so desires, SELLER shall provide payment and performance bonds as required
23. **Changes:** SELLER shall make no changes in the work or perform any additional work without CITY's specific written approval.

CITY OF OCEANSIDE REQUISITION FOR PURCHASE ORDER



Vendor Information	
Vendor #:	312052
Vendor Name:	Matheson Tri-Gas Inc.
Address (required):	Dept. LA 23793 Pasadena, CA 91185-3793
Telephone Number:	

P.O. No: 1006234


Date: 6/26/2025

Department: Fire Department

Special Instructions: 25/26 Annual PO

Ship to: _____

Order Information (One Account # per Line Item)								Bid/Quote Requirement for Purchases & Contract Services	
Qty	Unit of Measure	Item Description 30 Character Limit	Unit Price	Extended Price	G/L Acct #	SLT	Subledger		
1		25/26 EMS Oxygen Supplies		\$ 100,000.00	550552101.5355			\$10,000	ATP
								or	Requisition
								Less	not Required
								\$10,001	Three (3) Written Quotes
								to	OR Justification for Sole/
								\$25,000	Brand Declaration & Dept
									Director Approval
								\$25,001	Three (3) Written Quotes
								to	OR Justification for Sole/
								\$100,000	Brand Declaration & City
									Manager Approval
NOTE: Please allow 3 business days for processing			Freight						
			Sales Tax						
			Total	\$ 100,000.00					

Requester's Information	\$10,001 - \$25,000 Dept. Director (or designee)	\$25,001 - \$100,000 City Manager
Requested by: <u>Alicia Mendoza</u> Print/Type Name	Approved by: <u>Fire Chief Parsons</u> Print/Type Name	Approved by: _____ Print/Type Name
Signature _____	 Signature	Signature _____
Requester's Employee #: 266987		

Public Projects (UPCCAA)

City Engineer Approval: _____ Date _____ Up to \$200,000

Non Public Projects Greater than \$100,001 or Public Projects greater than \$200,001

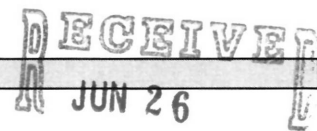
City Council Agenda Summary Date: _____ File #: _____ Item #: _____ Enactment #: _____

Financial Services Department Use Only

Per FY 25/26 Adopted Budget
Approved by CC 06/04/2025
File #25-846 Item #27

Verified by: _____

Notes: _____ H:\2Fire\POs\fy25-26\matheson


 BY: _____

PLEDGE OF ALLEGIANCE**PROCLAMATIONS AND PRESENTATIONS**

Proclamation in Honor of Parks & Recreation Month 2025

Presentation - Welcome Indoor Football League (IFL) Team Strike Force to New Hometown of Oceanside at Frontwave Arena!

Presentation - SANDAG Draft Regional Plan 2025 - Public Comment Period Ends July 18th

CLOSED SESSION REPORT**CONSENT CALENDAR ITEMS**

All items listed on the Consent Calendar are considered to be routine matters or formal documents covering previous City Council/HDB/CDC/OPFA instructions. The items listed on the Consent Calendar may be enacted by a single vote. There will be no separate discussion of any Consent Calendar items unless requested by members of the City Council/HDB/CDC/OPFA or the public through submittal of Request to Speak form prior to the commencement of this agenda item.

MOTION TO APPROVE ITEMS 3-9, 11-12, 14-22, 24-27, 29-31: ROBINSON

SECOND: SANCHEZ

APPROVED: 5-0

3. Staff recommends that the City Council/Harbor Board/CDC/OPFA approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/Harbor Board/CDC/OPFA is required.
City Council/ HDB/CDC/ OPFA:
4. Accept City Clerk's Action Minutes of the Small Craft Harbor District Board of Directors, Community Development Commission, City Council, and Oceanside Public Financing Authority of the May 21, 2025 Regular Meeting and the June 4, 2025 Regular Meeting
City Council/ HDB/CDC/ OPFA:
5. Staff recommends that the City Council approve annual purchase orders for materials, services, supplies and equipment for the Fire Department in amounts over \$100,000 for FY 2025-26 for a total amount of \$2,517,796; and authorize the Financial Services Director, or designee, to execute the purchase orders.
City Council:
6. Staff recommends that the City Council approve the purchase of chemicals in amounts over \$100,000 from various Water Utilities Department funds; authorize



City of Oceanside

300 North Coast Highway,
Oceanside, California 92054

Staff Report

File #: 25-857

Agenda Date: 6/18/2025

Agenda #: 5.

DATE: June 18, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Fire Department

TITLE: PURCHASE ORDERS FOR MATERIALS, SERVICES, SUPPLIES AND EQUIPMENT FOR THE FIRE DEPARTMENT OVER \$100,000

RECOMMENDATION

Staff recommends that the City Council approve annual purchase orders for materials, services, supplies and equipment for the Fire Department in amounts over \$100,000 for FY 2025-26 for a total amount of \$2,517,796; and authorize the Financial Services Director, or designee, to execute the purchase orders.

BACKGROUND AND ANALYSIS

Each fiscal year, the Fire Department estimates the quantity of materials, services, supplies, and equipment that will be needed for fire and emergency medical response operations during the next 12 months and submits requisitions for purchase orders for the required services and supplies. This includes essential support components such as North Comm dispatch services and the leasing of the Marina Inn and Suites to accommodate the harbor Marine Safety Unit. Per the City's established purchasing policies, staff will obtain three bids, unless the purchase is a sole-sourced item, the vendor is approved through a government competitive bid process, or the services is approved through an approved professional services agreement. The vendor will be selected on criteria of most applicable product and best service at the lowest cost.

The Fire Department solicits bids in accordance with the City's Procurement of Goods and Services Directive. The attached vendor list describes the appropriate product and reliable service type to be included in this request. The list also includes the purchase amount, purchase method and account numbers.

FISCAL IMPACT

The net impact of encumbered funds in FY 2025-26 will be \$2,517,796. The Fire Department's FY 2025-26 operating budget includes funds for the purchase of materials, services, supplies and equipment to support the day-to-day operations of the Department. Therefore, sufficient funds are available.

**Fire Department
FY 2025-26 Annual Purchase Orders Over \$100,000**

Vendor	Supplies/ Services	Procurement Method	Account Description/ Number	Purchase Order Total	FY2025-26 Budget
North County Dispatch JPA	Dispatch Services	Joint Powers Authority Contract	Administration 550010101.5305	\$1,733,824	\$1,747,824
Hazardous Incident Response Team (HIRT)	City of Oceanside Share of San Diego County HIRT	County Contract	Administration 550010101.5375	\$247,773	\$247,773
Life Assist	EMS Supplies	EMS Supplies are purchased from multiple vendors	Suppression 550552101.5355	\$100,000	\$687,177
Envi Health Solution/G uardian EMS	EMS Supplies	EMS Supplies are purchased from multiple vendors	Suppression 550552101.5355	\$230,000	
Matheson Tri-Gas Inc.	EMS Supplies	EMS Supplies are purchased from multiple vendors	Suppression 550552101.5355	\$100,000	
Oceanside Marina Inn	Facility Lease	Property Use Agreement	Harbor Fire- Lifeguard 550581101.5335	\$106,199	\$106,199
			TOTAL	\$2,517,796	\$2,788,973

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

Purchases shall be made in accordance with Chapter 28A and Administrative Directive AD-21.

Prepared by: Alicia Mendoza, Management Analyst

Reviewed by: David Parsons, Fire Chief

Submitted by: Jonathan Borrego, City Manager

ATTACHMENTS:

1. Staff Report
2. FY25-26 Assessment Projection Memo - JPA Dispatch Svc
3. RE FY25-26 HIRT and UDC Membership Shares