

REPORT TO CITY COUNCIL

DATE: DECEMBER 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVE PURCHASE OF A 2023 MERCEDES SPRINTER VAN FROM RAY CATENA MOTOR CAR CORPORATION, EDISON, NEW JERSEY, FOR THE CITY OF AGOURA HILLS EMERGENCY COMMUNICATIONS VAN IN THE AMOUNT OF \$69,173.33

In May 2021, the City was awarded a Wildfire Resiliency Prevention Grant from the Santa Monica Mountains Conservancy (SMMC). One of the several items approved with the City's grant application was the purchase and customization of a mobile communication vehicle to assist the City in its resiliency efforts, as the City identified the need to be mobile and communicate during an emergency, should the City's Emergency Operations Center (EOC) become temporary or permanently unavailable during an emergency event, the mobile communications vehicle will continue to assist the City with vital communication efforts during an incident.

City staff reviewed several van model types and based on initial availability, the Mercedes Sprinter Cargo brand was the model that best met the City's needs as other models were unavailable due to supply and manufacturing shortages. On July 21, 2022, City staff released a Request for Qualifications (RFQ) to solicit proposals to purchase a 2022 Mercedes Sprinter Van. The City received no proposals as a result of a lack of inventory available in the modeled request. In response, City staff released a second revised RFQ on September 9, 2022, for a revised model (smaller van size), and once again no proposals were received. Inquires revealed that California did not have the desired models due to the lack of inventory. This appears to be solely a California issue. While the possibility to secure a diesel was potentially available, City staff elected to stay with the gasoline model, as a result of legislation passed that will result in phasing out of diesel vehicle sales in California, and the potential to run into future issues connected with ownership of diesel vehicles.

In response to the non-responsive RFQs, City staff discussed and re-evaluated the issue and reached out to the company that will assist with future customizing of the communication vehicle. City staff was advised that the desired van was possibly available through dealerships who work with the company. City staff was connected with a Mercedes Benz Dealership in Edison, New Jersey, Ray Catena Motor Car Corporation (Ray Catena), where the desired model was available with a gasoline option in a January 2023 production.

The cost of the purchase of the 2023 Mercedes Sprinter Van is \$69,173.33 and entirely funded from grant funding. Funding for the van is available for FY 2022-23 as part of the City's SMMC Wildfire Resiliency Grant. Upon purchase, a reimbursement request for the vehicle purchase will be made to the SMMC.

Staff reviewed the specification sheet and retail worksheet submitted and concluded that Ray Catena meets the requirements of the City. Should the City Council approve award of the contract, staff will begin the coordination of work needed to purchase and secure the vehicle. Upon delivery of the vehicle to Ray Catena, the vehicle will then be taken to the company that will customize the van to create the mobile emergency communications vehicle. City staff has been advised the vehicle would be delivered to Ray Catena in mid to late January of 2023.

RECOMMENDATION

Staff respectfully recommends the City Council approve purchase of a 2023 Mercedes Sprinter Van from Ray Catena Motor Car Corporation in the amount of \$69,173.33 for the City of Agoura Hills Emergency Communications Van and authorize the funds from the City's general fund reserves to completed the purchase.

Attachment: Ray Catena Motor Car Corporation, 2023 Sprinter Cargo Van Retail/Spec Worksheet

CUST# 274624
Motor Vehicle
Retail Order
 New Used
 Demo



Ray Catena Motor Car Corporation
910 Route 1 North Sales (732) 549-6600
EDISON, NJ 08817 Fax (732) 549-9387
www.RayCatena.com

DEAL# 393020
DATE: 12/03/2022

STOCK NO. FAKESTK

CLIENT OR COMPANY THE CITY OF AGOURA HILLS SSN# _____ DOB _____
CLIENT _____ SSN# _____ DOB _____
ADDRESS 30001 LADYFACE CT AGOURA HILLS CA 91301
STREET CITY STATE ZIP
HOME PHONE _____ WORK PHONE (818) 597-7314
D.L. # _____ CELL PHONE _____
D.L. # _____ CLIENT'S E-MAIL lcelaya@agourahillscity.org SALES REP DOUGLAS SPINOS
ENTER ORDER FOR 2023 MERCEDES-BENZ SPRINTER DELIVER ON/ABOUT: 12/03/2022 SALES REP _____
YEAR MAKE MODEL

BODY TYPE CARGO MILES _____ SERIAL NO. _____
INT. COLOR _____ EXT. COLOR _____

NO VERBAL COMMITMENTS HAVE BEEN MADE TO ME OTHER THAN WHAT HAS BEEN WRITTEN ON THIS ORDER.
 X

EACH CUSTOMER'S CREDIT SCORE MUST BE TIER 1 OR HIGHER TO QUALIFY FOR QUOTED PRICE, RATES AND MONTHLY PAYMENTS.
 X

Prior to Delivery of the vehicle listed above, client shall elect one of the following and so advise center: Cash Purchase Finance Purchase Lease
IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.
IF A LEASE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

** Sale Inclusive of Loaner Car Provisions for Warranty and Mechanical Repair **
IF A LEASE, THE FOLLOWING APPLIES

Price of Unit -MSRP	62565.00	First Payment	
Additional Equipment (optional)		Bank Fee	
		NJ Online Motor Vehicle Fee	
IN PRODUCTION 7374053762		Out of State MV Processing Fee	
GAS 2500 170" CARGO		State Title / Reg	
		NJ Tire Tax	
FINANCE SUMMARY		Sales Tax Up Front	
FINANCE TERM:		Cap Cost Reduction	
* FINANCE RATE:		Upfront Tax	
AMOUNT FINANCED:		Documentary Fee	
MONTHLY PAYMENT:		Security Deposit(s)	
(*FINANCE RATE SUBJECT TO CREDIT APPROVAL)		NJ Supplemental Tinting Fee (.4%)	

IF A PURCHASE, THE FOLLOWING APPLY

TOTAL PRICE OF VEHICLE	62565.00	TOTAL	
Less Trade-in	N/A	Deposit	
		Rebate	
TOTAL VEHICLE TAXABLE AMOUNT	62565.00	Over-Mileage Charge	
State Sales Tax 9.500%	6000.58	Disposition Fee	
NJ Tire Tax	N/A	LEASE SUMMARY	
Registration/Title Fee (Estimated) (See Paragraph 15 on page 2)	8.75	MONTHLY PAYMENT	
NJ Online Fee	N/A	# of MONTHS	
Out of State MV Processing Fee	N/A	MILEAGE PER YEAR	
NJ Supplemental Tinting Fee (.4%)	N/A	CASH DUE AT DELIVERY	

Documentary Fee: Clerical Exp: \$140.00
(See Paragraph 16 on page 2) Document Delivery: \$220.00
Filing Fee: \$110.00
Storage and Data Security: \$129.00
TOTAL \$599.00

NET PAY-OFF ON TRADE-IN	N/A	TRADE-IN DESCRIPTION AND ALLOWANCE	
TOTAL AMOUNT DUE	69173.33	Year _____ Make _____ Model _____	
Amount Financed	N/A	Serial No. _____ Mileage _____	
Rebate/Coupon	N/A	Trade In Value _____ Date of _____	
Deposit	N/A	Balance Owed _____	
Client's Initials _____ Co-Client's Initials _____	N/A	Client certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Client certifies the above mileage of trade-in vehicle is accurate.	
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	69173.33	<input checked="" type="checkbox"/> X _____ Client Signature _____ Date _____	
		<input checked="" type="checkbox"/> X _____ Co-Client Signature _____ Date _____	

Client agrees that this Order on page 1 and page 2 and any attachments to it include all the terms and conditions, if a sale. Client further agrees that this Order cancels and supersedes any prior agreements and as of the date signed by Retailer or his authorized agent comprises the complete and exclusive statement of the terms of the agreement between Client and Retailer. If Client, prior to delivery, elects to lease the vehicle described above, Client and Retailer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY RETAILER OR HIS AUTHORIZED REPRESENTATIVE. Client by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. YOU HAVE THE RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE RETAILER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE RETAILER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED. I AM 18 YEARS OF AGE OR OLDER AND OF FULL LEGAL CAPACITY TO ENTER INTO THIS CONTRACT.

Accepted By: _____ Date 12/03/2022 X _____ Date 12/03/2022 X _____
Dealer or His Authorized Representative Client's Signature Co-Client's Signature

THIS ORDER NOT SUBJECT TO CANCELLATION-DEPOSIT NON-REFUNDABLE
IMPORTANT: READ THE TERMS AND CONDITIONS ON PAGE 2 OF THIS ORDER BEFORE SIGNING AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND HAVE A JURY TRIAL. PLEASE READ IT CAREFULLY PRIOR TO SIGNING.

Accepted By: _____ Date 12/03/2022 X _____ Date 12/03/2022 X _____
Dealer or His Authorized Representative Client's Signature Co-Client's Signature

MSRP

MERCEDES-BENZ USA, LLC.
ONE MERCEDES-BENZ DR
SANDY SPRINGS, GA 30328

MERCEDES-BENZ OF EDISON
910 U S HIGHWAY RTE 1
EDISON, NJ 08817

Dealer Code: 51146 Region: NORTHERN VPC: Baltimore

PO#: 7374053763

Code	Description	Price
9147	MODEL: 2023 M2CA7G Arctic White	\$50,790

Standard Accessories

AR3	Axle ratio 4.182
BA3	Active Brake Assist
BH1	Hold Function
C6L	Multifunction steering wheel
CL1	Adjustable steering wheel (ang
D03	High roof
E07	Hill Start Assist
E1U	USB-C socket, 5 V
E30	Starter battery disconnect
E3J	Pre-installation for switch pa
E40	Trailer hitch prep. wiring
ED4	AGM battery 12V 92 AH 850 A
EK1	Body Builder Connector
ES0	Jump start terminal
EW6	Pre-installation: Remote Servi
EY5	Emergency Call System
EY6	Breakdown management
F68	Heated & electrically adjustab
FF5	Shelf above windshield
FG8	Cupholder front
FJ4	Storage compartment underneath
G43	Automatic transmission, 9G-tro
H21	Windshield with filter band
HH2	Heater, auxiliary electric hot
HH9	Air Condition, Front
IC1	Model series C907 / C910 Sprinter
IE0	Model series C907 VS30 RWD
IG4	Standard
IG5	Basic
IK0	Complete vehicle
IL5	Left-hand drive
IR6	Wheelbase 4325 mm, overhang 1615 mm
IT9	4.0-tonner
J11	Speedometer, miles and km/h
J55	Seat belt warning for co-drive
J58	Seat belt reminder driver
J65	Outside temperature gauge
JA8	Crosswind Assist
JH3	Communication module (LTE) for
K14	22 gallon fuel tank
K60	Exhaust straight to rear
L94	Parking lights deletion
LA2	Headlight assistant
LB5	3rd brake light
M60	Generator 14 V / 250 A
MH8	SULEV emissions
MM3	2.0L 4-cylinder turbo gasoline
P47	Front mudflaps
P48	Rear mudflaps
Q11	Longitudinal member reinforcem
R65	Spare wheel bracket below fram
R87	Spare wheel
RH8	Tires LT 245/75 R16

RS3	6.5 J x 16 steel wheels
RY2	Tire pressure monitoring lamp
S02	Standard driver seat
S22	Armrest for driver's seat
SA5	Front airbag, driver
SA6	Front airbag, passenger
SH1	Thorax-pelvis sidebag, driver
SH2	Thorax-pelvis sidebag, co-driv
SH9	Airbag, driver/passenger windo
T16	Sliding door, passenger side
V94	Cable duct - side wall
V95	Cable duct - rear portal
X64	Plates/booklets in English (US
XC8	VIN visible from outside
XL2	GVWR 9,050 lbs. / 4.100 Kg
XQ1	VIN-encoded vehicle data with
XY3	Model Year 3
XZ0	Model generation 0
Y43	Jack, hydraulic
Z44	Registration of vehicle not po
ZM0	Panel van
ZU8	USA country version
ZZ4	Brand content Mercedes-Benz No

Options

C01PKG	Driver Convenience Package	\$442
	E46 12 V power outlet, driver seat base	
	F64 Electrically folding exterior mirrors	
	FJ1 Hinged lid for storage compartment	
	FJ5 Hinged Lid for Storage Compartments left and right	
	FZ9 Keys, two additional masters	
	JW8 Attention Assist	
D50	Cargo partition	\$317
E3M	MBUX Multimedia System with 7	\$523
ED8	Preinstallation PSM	
FR8	Rear view camera (head unit di	\$371
JA7	Blind Spot Assist	\$497
JK5	Instrument cluster with color	\$159
L65	Interior lights, cargo compart	
MS1	Cruise control	
RD9	Unspecified tire brand	
RM0	All-season tires	
S23	Twin front passenger seat	\$441
T77	Assist handle w/ partition	\$35
T85	Assist handle, left rear door	\$35
T86	Assist handles, right rear doo	\$35
V43	Wood floor with 6 D-rings	\$466
VA3	Side wall paneling full hardbo	\$490
VF6	Artico Man-Made Leather Black	\$66
W54	Rear doors, opening to side wa	\$397
W73	Bumper step, rear, grey	\$206
Z4X	Production Charleston	
Z5W	Vehicle class Truck	
Z74	Bodyshell, additional measures 2	
	SUBTOTAL	\$55,270
ZUFR	Delivery & Destination charge	\$2,295
	- TOTAL -	\$57,565

*Pricing is subject to change. Mercedes-Benz reserves the right to make changes without notification.