

**REGULAR MEETING AGENDA
CITY COUNCIL OF THE CITY OF COMPTON & SUCCESSOR AGENCY**

TUESDAY – APRIL 6, 2021 5:30 P.M.

**TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA
EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS**

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:

The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:

Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:

<https://us02web.zoom.us/j/88686866002?pwd=aldwRmVxLON6cWt5czBOM0NvUE03dz09>

Compton Zoom meeting call-in telephone number:1-669-900-6833

Compton Zoom ID:886 8686 6002

Compton Zoom Passcode: 892988

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

(Zoom is only for Public Comments)

<https://us02web.zoom.us/j/88686866002?pwd=aldwRmVxL0N6cWt5czB0M0NvUE03dz09>

Meeting ID: 886 8686 6002
Passcode: 892988
Call In: 1-669-900-6833

**COMPTON CITY COUNCIL
AGENDA
04/06/2021
5:30 PM**

**Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.**

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to Closed Session agenda items)

CLOSED SESSION – 4:30 p.m.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

American Federation of State County and Municipal Employees Local 3947 v.

City of Compton (PERB Case No. LA-CE-1469-M)

Pursuant to California Government Code Section 549569

PUBLIC EMPLOYMENT

Title: City Manager

Pursuant to California Government Code Section 54957

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

1. MARCH 16, 2021
MARCH 23, 2021

CITY MANAGER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SB 576 (ARCHULETA) CARD ROOM MORATORIUM

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE WILMINGTON AVENUE SAFE STREET PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (CIP# 15-01A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$54,865.91)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE COMPLETION OF THE GRIND & OVERLAY PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$135,686.70)

REGULAR AGENDA

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR GENERAL PLAN AMENDMENT NO. 2020-002 AND ZONE TEXT AMENDMENT CASE NO. 2021-001 (April 21, 2021 at 5:35 p.m.)
6. POWER POINT PRESENTATION - FRAUD HOTLINE - Sharon Rahban Navizabeh, City Controller
7. EMPLOYEE RECOGNITION - Lonnie Davis, Code Enforcement Officer
8. ORAL REPORT - Arson Fire Unit Update, R. Simpson, Fire Chief
9. ORAL REPORTS - FIRE UPDATE - Alameda/Rosecrans
R. Simpson, Fire Chief
D. Bennett, Water Department
D. Timmons, Public Works- Maintenance

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT WITH THE LANDSPIRE GROUP LLC TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD FOR DEVELOPMENT OF SEVENTY (70) MULTI-FAMILY HOUSING UNITS
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ELK GROVE AUTO GROUP, WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PROCUREMENT OF FLEET VEHICLES (\$619,331.77)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/13/2021 @ 5:30 PM

Visit our website at <http://www.comptoncity.org>

MARCH 16, 2021

The Compton City Council Closed Session meeting was called to order at 4:43 p.m. by Mayor Aja Brown. The Council Members participated in the meeting through Zoom Teleconference due to the coronavirus pandemic.

ROLL CALL

Council Members Present – Chambers, Galvan, McCoy, Sharif, Brown

Council Members Absent – None

Other Officials Present: R. Rugley, A. Godwin, D. Sanders, C. Cornwell

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CLOSED SESSION AGENDA ITEM

PUBLIC EMPLOYMENT Title: City Manager Pursuant to California Government Code Section 54957.

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM ONLY

Robert Ray commented that the City Manager’s position has been the closed session topic of discussion for the last 4 weeks in a row, and asserted that if there is a problem with his employment, then he should be terminated.

Chief Deputy City Attorney Ruth Rugley requested a closed session to discuss public employment title: City Manager, pursuant to California Government Code Section 54957.

On motion by Galvan, seconded by Chambers, the City Council voted to recess to closed session at 4:46 p.m. by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, McCoy, Sharif, Brown

NOES: Council Members – None

ABSENT: Council Members – None

RECONVENE TO OPEN SESSION

On motion by Chambers, seconded by Sharif, the City Council voted to reconvene at 5:44 p.m. by the following vote on roll call:

Councilmembers Present: Chambers, McCoy, Sharif, Brown

Councilmembers Absent: Galvan (Re-joined the meeting at 5:52 p.m.)

REPORT OUT OF COSED SESSION

Chief Deputy City Attorney Rugley reported out that there was no reportable action taken during closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

City Manager Craig Cornwell reported that there was a break-in at City Hall over the weekend, and several departments on the first floor were vandalized along with some damage in the basement area. There was no evidence of damage on the second floor of City Hall, and nothing

was stolen. City Manager Cornwell indicated that a suspect has been arrested by the Compton Sheriff's Department and, subsequently, arraigned by the Courts. The City was able to supply video footage of the actions of the suspect and presented that documentation to the Sheriff's Department for the arraignment. Mr. Cornwell further noted that he will provide further updates to the Council and community as they become available.

Crystal Bender questioned whether there is a plan of action to address the City's missing or/and illegible street signs and parking signs; and furthermore, raised concerns regarding the illegally parked vehicles stored on residential streets.

City Manager Cornwell Craig replied that the City Council approved a community project that will address the City's signage issues including street identification as well as parking restrictions for street sweeping and overnight parking. The City is currently providing city-wide street sign replacement.

Adolpho Varas, Latino Chamber of Commerce, raised concerns regarding the suspended license of the Compton Chamber of Commerce and their standing relative to their non-profit status. Mr. Varas asserted that organizations that are not in good standing relative to their status must not receive funding assistance. Mr. Varas indicated that information was presented to the City Council detailing this matter and further stressed that every organization must follow all rules and guidelines of the Secretary of State and the Franchise Tax Board.

Robert Ray commented that he concurred with the previous speaker, Mr. Varas, relative to organizations receiving funding. Mr. Ray asserted that agenda item Number 13 is illegal, therefore, he has notified the City Attorney that this item must be pulled from the agenda or voted down, as it is not providing for a City park. Mr. Ray raised concerns that the Compton Chamber of Commerce's non-profit status is in question, and asserted that the organization must pay the City full rent as they are operating a non-profit illegally. Mr. Ray concluded by announcing that it is illegal for any candidate or their constituents to place campaign literature on City property or utility or street light poles.

Jaqueline Venters commented that she was upset about the food distribution process of the City which, in her opinion, was disrespectful to the non-profit organizations operating in Compton. Ms. Venters asserted that the City was aware of the revocation of the non-profit status of the Chamber and did not follow protocol with respect to the distribution of funds. Ms. Venters further announced that she has continued to provide food and essential goods to the residents without any assistance and further noted that she even used her own money to purchase a vehicle to facilitate her endeavors.

CONSENT AGENDA

APPROVAL OF MINUTES

1. FEBRUARY 9, 2021 (*Approved*)
FEBRUARY 23, 2021 (*Approved*)

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. INVESTMENT REPORTS - DECEMBER 31, 2020 AND JANUARY 31, 2021 (*Received and filed*)

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR ANTI-GRAFFITI PAINTER, MAINTENANCE LEADWORKER, MAINTENANCE WORKER I, MAINTENANCE WORKER II, PUMP OPERATOR, TRAFFIC SIGNAL TECHNICIAN, WATER SERVICE WORKER I, AND WATER SERVICE WORKER II (*Approved Resolution Number 25,424*)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDING THE CITY’S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR REPROGRAPHICS OPERATOR I, REPROGRAPHICS OPERATOR II, ASSOCIATE PLANNER, BUILDING AND PERMIT TECHNICIAN, BUILDING INSPECTOR I, CODE ENFORCEMENT OFFICER, FAMILY SELF-SUFFICIENCY COORDINATOR, HOUSING ELIGIBILITY SPECIALIST, PLANNING TECHNICIAN, PROPERTY INSPECTOR, AND VIDEO PRODUCTION SPECIALIST (*Approved Resolution Number 25,425*)

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO THE BLUE DIAMOND COMPANY FOR THE PURCHASE OF ASPHALT MATERIAL FOR CITYWIDE ROAD REPAIR (\$25,000) (*Approved Resolution Number 25,426*)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR UNITED RENTALS EQUIPMENT COMPANY TO PAY FOR OUTSTANDING INVOICES FOR THE RENTAL OF A BOMAG ROAD ROLLER USED IN THE REPAIR OF CITY STREETS (\$23,792.64) (*Approved Resolution Number 25,427*)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA (\$26,000) (*Approved Resolution Number 25,428*)

WATER DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RESCIND RESOLUTION NO. 24,412 IN ORDER TO AMEND THE FISCAL YEAR 2020-2021 BUDGET, TO CORRECT THE ACCOUNT NUMBER, AND ISSUE A PURCHASE ORDER FOR THE SUPPLY AND DELIVERY OF TWO (2) PORTABLE TRAILER-MOUNTED TOWABLE DIESEL GENERATORS (\$260,213.68) (*Approved Resolution Number 25,429*)

On motion by McCoy, seconded by Chambers, the consent agenda was approved by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

CITY MANAGER'S REPORT

9. A REQUEST TO SCHEDULE PUBLIC HEARINGS, BUDGET WORKSHOPS, AND VIRTUAL COMMUNITY BUDGET WORKSHOP FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2021-2022 BUDGET (Workshops April 27, 2021, May 4th, 18th and 25th, 2021 at 4:00 p.m. - Hearings June 8th and 15th, 2021 at 5:45 p.m.)

On motion by McCoy, seconded by Sharif, the Fiscal Year 2021-2022 Annual Budget workshops were scheduled for **April 27, 2021, May 4th, 18th and 25th, 2021 at 4:00 p.m.** and the public hearings were scheduled for **June 8 and 15, 2021 at 5:45 p.m.** by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – None

10. ORAL REPORT - ELECTION PREPARATION UPDATE - Alita Godwin, City Clerk

City Clerk Alita Godwin reported that all registered voters should have received their Sample Ballot (Voter's Guide) for the upcoming April 20, 2021 Primary Election.

The actual ballot will be arriving via US Postal Mail during the week of March 22, 2021.

The last day to register to vote is April 6, 2021. Any eligible voter who missed the election's registration deadline can go to the Mobile Unit and cast a ballot through Conditional Voter Registration. Once voter eligibility is verified, the voted ballot will be tallied.

City Clerk Godwin encouraged voters to use only black or blue ink pens when marking their ballots and remember to **completely** fill in the oval circle for the candidate of their choice, while being careful not to punch a hole through the ballot card or make stray marks on the ballot cards.

Returning your ballot

Voters may return their voted ballots in the following ways as listed:

- ~ Submit to your local U. S. Post Office Mail Carriers (***no postage is required***)
- ~ Return voted ballot to the Post Office (ballot return envelopes must be postmarked by April 20, 2021.
- ~ Voters may also drop off their voted ballots at the following locations: Lueders Park, Compton Library, Gonzales Park, City Hall Lobby and Hemingway Park.

City Clerk Godwin further indicated that Voters ***must sign*** the eligibility oath and date the vote by mail return envelope before returning their ballot.

Every signature is verified before the ballot is counted. If the signature is missing or does not match your voter file, the County will contact you and allow you the opportunity to provide a valid signature.

Voting Options – All Mail Ballot Election

Due to the on-going coronavirus pandemic, Voters are encouraged to vote from the comfort of their homes, however, there will be limited in-person voting offered. The last four days leading up to the April 20, 2021 Primary Election, there will be a Mobile Vote Center in each district on the following days:

April 17th 10am - 7pm - Davis Middle School (Front Quad)
April 18th 10am - 7pm - Burrell Mac Donald Park (Parking Lot)
April 19th 10am - 7pm - (Parking Lot) Lueders Park (Parking lot)
April 20, 2021 - Election Day 7am – 8pm - Compton College (Student Lounge)

The mobile unit will be used for those that may have lost, misplaced or never received their ballot. Voters will be able to visit the Mobile unit and cast their ballot. There will be no ballots available or maintained at the City Clerk's Office. All ballots are printed and stored by the Los Angeles County Registrar of Voter's Office in Norwalk, California.

City Clerk Godwin encouraged each and every eligible citizens of Compton to participate in the democratic process and exercise their constitutional right and vote on **April 20, 2021**. Ms. Godwin announced that if residents have questions regarding the election, they may call her office at (310) 605-5530 or visit lavote.net.

11. POWER POINT PRESENTATION - COVID-19 FUNDING

Dr. Aubrey Relf, Grants Division, provided a complete analysis of all the funding sources and distribution. The City received \$3,777,504 in funding to prevent the spread of COVID 19 and to assist with covering costs associated to address the pandemic. Listed below are the detailed funding sources and the distribution details:

- **DEPARTMENT OF FINANCE \$1,210,414** - The Department of finance funds were primarily focused on staffing costs, expanding technology, equipment to sanitize facilities, and facility renovations necessary to safely accommodate residents and employees.
 - Personnel – This source allowed funding for unbudgeted staffing costs
 - Preparation – The City restructured facilities to prevent the spread of Covid-19
- **DEPARTMENT OF JUSTICE \$247,611** - Department of Justice funding has been purposed for sanitization and Personal Protective Equipment (PPE).
 - Special Department – The City has spent \$124,698.28 to purchase cleaning machines and equipment
 - Professional Services – The City has spent \$24,928.78 sanitizing the fire stations
- **HUD \$1,673,980 GRANTS and \$645,499 HOUSING | \$2,319,479**
 - Business Assistance (36%) – The City has set aside \$836,900 for the Business Assistance Program
 - Housing Assistance (36%) – The City has set aside \$839,900 for income assistance
 - Housing Assistance (28%) – The Housing Department has received \$645,508 for the Housing Assistance Program

The complete power point presentation is on file and available for review in the City Clerk's Office.

Councilman Galvan questioned the process by which small businesses can apply for relief funding.

Dr. Relf responded that an RFP (Request for Proposal) program will be instituted in the beginning of April and all the required documentation and guidelines will be posted on the City's website, which will make the application process as simple as possible.

Councilman Galvan requested a copy of the complete list of the organizations and businesses that have received funding along with the funding amounts received. Mr. Galvan also requested a list of the organizations that did not receive funding and the reasons behind that decision. Councilman Galvan also urged the City to make the information RFP process available in English and Spanish along with a translator to answer questions and provide assistance.

Dr. Relf indicated that the City will provide a list detailing how all funding was disbursed along with the amount totals provided to the various organizations and businesses.

UNFINISHED BUSINESS

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE SECTION 2-1.16 (MAYOR PRO TEM) TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR (Second Reading)

On motion by McCoy, seconded by Chambers, the reading of the ordinance in full was waived by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – None

On motion by Chambers, seconded by Galvan, **Resolution Number 25,430** entitled ‘**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE SECTION 2-1.16 (MAYOR PRO TEM) TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR**’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – None

(Councilman Galvan exited the meeting at 6:58 p.m. and returned at 7:01 p.m.)

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SUBMIT A APPLICATION FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM, 2020 ROUND FOUR COMPETITION FOR THE ALONDRA BOULEVARD NEW PARK DEVELOPMENT

It was moved by McCoy, seconded by Sharif, that the resolution be adopted.

City Manager Cornwell indicated that Staff proposes that the City submit an \$8 million competitive grant application to the Statewide Park Development and Community Revitalization Program (SPP). The focus of the grant is to garner funding to assist with developing the Alondra Regional Site. If awarded, funds will be utilized to create new park space within the large site. Although, SPP funds can only be used to build Park space, the City may also plan to garner other types of funding to create mixed use development within the proposed site.

Mayor Brown thanked and commended Staff for working proactively to secure critical funding, and further suggested that the City also apply for funding from FEMA.

Councilmember Sharif praised Staff for ‘thinking outside the box’ and utilizing a different approach to secure funding.

Councilmember McCoy indicated that the property has been an eye sore for many years and further added that she is looking forward to developing the site for the benefit of the residents.

Councilmember Chambers suggested that the City request that Senator Steve Bradford and Assemblyman Mike Gipson submit a letter of support to the State Parks and Recreation Department.

Resolution Number 25,431 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SUBMIT A APPLICATION FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM, 2020 ROUND FOUR COMPETITION FOR THE ALONDRA BOULEVARD NEW PARK DEVELOPMENT**’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO RECEIVE, APPROPRIATE AND ALLOCATE FUNDS FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE CORONAVIRUS AID, RELIEF AND ECONOMIC ACT (\$305,619)

On motion by McCoy, seconded by Sharif, **Resolution Number 25,432** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO RECEIVE, APPROPRIATE AND**

ALLOCATE FUNDS FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE CORONAVIRUS AID, RELIEF AND ECONOMIC ACT’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION ACCEPTING A GIFT OF THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS AT JACKIE ROBINSON STADIUM WITHIN GONZALES PARK (\$2,211,153)

It was moved by McCoy, seconded by Galvan, that the resolution be adopted.

Mayor Brown commended everyone associated with this hugely successful project.

Councilman Galvan commended and praised Marvin Hunt of Parks and Recreation and former Councilperson Janna Zurita for their assistance with the project.

Resolution Number 25,433 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION ACCEPTING A GIFT OF THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS AT JACKIE ROBINSON STADIUM WITHIN GONZALES PARK’** was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – None

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Offered her prayers for everyone affected by Covid-19 and indicated that the City continues to prosper despite the existence of the deadly virus.
- Reminded the residents that Gonzales Park and Burrell MacDonald Park are continuing to provide free testing for the coronavirus – and also urged the residents to receive the vaccinations against the virus when it is their turn to do so.
- Requested an update on the installation of speed bumps around the City and the tree trimming in the mediums on Rosecrans Avenue.

Councilmember McCoy offered the following communications/announcements:

- Invited the community residents to attend the Compton Grocery Outlet community outreach food distribution services on March 20 and 21, 2021 at 2175 W. Rosecrans Avenue, Compton.
- Reminded the community that Burrell MacDonald Park is a drive-thru Covid-19 testing location ---the hours of operation is 7 days a week---register at: cacovidtesting.com or call: 562-424-0038.
- Thanked everyone for their cards, letters, phone calls and kind words of condolences on the loss of her dear father, **Steve McCoy**.
- Requested that the meeting be adjourned in memory of **Jennifer Ephraim**.

Councilmember Sharif offered the following communications/announcements:

- Encouraged the residents experiencing financial hardships to apply for the California Covid-19 Relief funding assistance with unpaid rent and utilities by calling: 833-430-2122 or visit: housingiskey.com for further information.
- Reported that she received numerous complaints regarding an 18-Wheeler trucks parked on Orchard Street.
- Announced that LA Metro is offering fair assistance by eliminating fares on metro buses and trains until January 2022 – visit: fairlessatmetro.net to learn more about the program.

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** indicated that there has recently been a decrease in coronavirus cases Nationwide, however, we must remain vigilant to continue to stop the spread of the deadly virus. Ms. Brown encouraged residents to visit: myturn.ca.gov or call 833-540-0473 to receive information regarding the vaccination to protect against the deadly virus. Please visit the City's website at: www.comptoncitiy.org to access the Resource Guide for assistance. As of March 16, 2021, there are 16,569 confirmed cases of the virus in Compton with 212 Covid-19 related fatalities. Mayor Brown noted that the City is still in the midst of the pandemic and masks are absolutely essential in the effort to slow/stop the spread of the virus.
- **Mayor Brown** further noted that testing for Covid-19 is currently available at Gonzales Park, 1101 W. Cressey Street, and drive-thru testing at Burrell MacDonald Park, 2516 E. Alondra Blvd. Compton. Appointments can be scheduled by visiting: LHI.CARE/COVIDTESTING, or by calling: (888) 634-1123. Mayor Brown encouraged residents to visit myturn.ca.gov to receive information regarding the vaccination to protect against the deadly virus and to also visit the City's website at: www.comptoncitiy.org to access the Resource Guide for assistance.
- **Mayor Brown** announced the City of Compton will receive \$37.4 Million in direct aid payment in an effort to provide equitable access to funding needed to combat the coronavirus and assisting communities of color who have been disproportionately affected by the deadly virus.

ADJOURNMENT

On motion by Chambers, seconded by McCoy, the meeting was adjourned in memory of **Yvette Carter Powell, Jennifer Ephraim** and **Irene Morales** at 7:38 p.m. by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

MARCH 23, 2021

The Compton City Council meeting was called to order at 5:41 p.m. by Mayor Aja Brown. The Council Members participated in the meeting through Zoom teleconference due to the coronavirus pandemic.

ROLL CALL

Council Members Present – Chambers, McCoy, Sharif, Brown

Council Members Absent – Galvan

Other Officials Present: D. Brown, A. Godwin, D. Sanders, C. Cornwell

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20. The City Council will participate in the meeting through teleconference. Members of the public may observe this meeting via Channel 36 or via city website streaming services at: www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act (“ADA”) please contact the City Clerk’s Office at (310) 605-5530 or email: contactcityclerk@comptoncity.org prior to the meeting for assistance.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray thanked the City Council for recognizing March as *American Red Cross Month*, and added that although he has retired as a Volunteer, he will always be a Red Cross Ambassador. The Red Cross is currently in need of blood and platelet donations and urged the residents to call (562) 528-5361 for donation information. Mr. Ray further announced that Volunteers are also needed for case work management which may be performed at their residence, with the assistance of a computer and a telephone. Please call: 1-800-REDCROSS for information or visit the website at: redcross.org/volunteer.

Barbara Calhoun, former City Councilmember, commented that in 2011 she lost her bid for re-election. At that time, the City had a \$42 Million deficit, which she always ‘owned up’ to because it happened on her ‘watch’ as a Councilmember. She asserted that the current City Councilmembers must own up to the current deficit, as this deficit occurred on their ‘watch.’ Ms. Calhoun then alleged that if the City’s current deficit is \$113 Million, then the Council should take responsibility. Ms. Calhoun urged the Council to address the candidates they endorse for the April 20, 2021 election, and not make statements regarding alternative candidates as each Voter has the constitutional right to make their own choices after researching all the candidates.

Mayor Brown offered a statement that there is a huge distinction between Councilperson Calhoun’s tenure on the Council and the current status of the City Council. The former Council spent the City into a \$42 Million deficit. Mayor Brown proclaimed that every fiscal year that she has been a member of the City Council, the Members have approved a balanced budget and operated within that budget; moreover, the current Council did not add to the deficit, but paid down the amount. The City went from a \$43 Million deficit in 2013 to a \$16 Million deficit today. Mayor Brown urged the community members and leaders to only present the facts and not spread misinformation relative to the City’s finances.

Adolph Varas questioned and raised concerns to the City Attorney regarding whether the Council is in violation of the Ralph M. Brown Act and Code of Ethics. Mr. Varas asserted that the Council and the Dias must adhere to the laws and regulations as far as their conduct as Councilmembers is concerned, and further indicated that the citizens of the community must be allowed to speak their opinions. Mr. Varas stated that the City Council must maintain professionalism and accountability and further announced that he will reach out to the Fair Political Practices Commission (FPPC) regarding certain violations committed by the Council.

Mel Bailey stated that he serves on the Homeowner's Association (HOA) for his community and commented that the neighborhood is being trashed by street vendors that are allowing their customers and employees to litter and drop debris which is being blown all over the community. Mr. Bailey commented that the Northwest corner of Rosecrans and Pannes has loud music throughout the night in violation of the noise ordinance. Mr. Bailey stated that he has contacted the Sheriff's Department regarding this matter and is looking forward to partnering with the City to take corrective action.

CONSENT AGENDA

APPROVAL OF MINUTES

1. MARCH 2, 2021 (*Approved*)

CITY ATTORNEY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CO-SPONSORING CALIFORNIA ASSEMBLY BILL 651: ENDOWMENT CARE CEMETERIES (*Approved Resolution Number 25,433*)

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING MARCH, 2021 AMERICAN RED CROSS MONTH (*Approved Resolution Number 25,434*)

GRANTS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO PROVIDE REPORTING AND ADMINISTRATIVE SUPPORT FOR THE CITY'S GRANT PROGRAMS (\$45,283.75) (*Approved Resolution Number 25,435*)

On motion by McCoy, seconded by Sharif, the consent agenda was approved by the following vote roll call:

YES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

SPECIAL GUEST - ASSEMBLYMEMBER MIKE GIPSON – WOODLAWN CEMETERY

City Attorney Damon Brown introduced and commended Assemblyman Mike Gipson for his leadership, steadfast dedication and commitment in assisting the City in restoring the Woodlawn Cemetery and Memorial Park and Angeles Abbey Memorial Park.

Assemblyman Gipson commented that the State is moving forward with Assembly Bill 651 which will provide new laws that require all cemetery management to provide proper maintenance and upkeep and also be held accountable after they have abandoned a cemetery and surrendered their license. Assemblyman Gipson indicated that the City of Compton has been a committed partner in every step of the process and championed the Bill. Assemblyman Gipson also commended Ms. Celestina Bishop of *One Section at a Time* and many other community volunteers for their extraordinary efforts in improving the appearance of the location and providing proper maintenance of Woodlawn Cemetery. Mr. Gipson further emphasized the historical significance of the cemetery, and noted that many Civil War Veterans and members of the Black Panthers, as well as other notable individuals are interned at the City's cemeteries.

Mayor Brown and the City Council thanked Assemblyman Gipson for his leadership and continued commitment to the Compton community as well as being responsive to the City's Leadership Team. Mayor Brown also thanked City Attorney Brown and Staff for their laborious time spent relative to addressing the City's cemeteries and providing long-term solutions for their much needed improvements.

REGULAR AGENDA

CITY MANAGER'S REPORT

5. ORAL REPORT - TREE TRIMMING UPDATE

City Manager Cornwell reported that the City is working on a Tree Trimming Master Plan that will help to create a long-term vision for management of the Urban Forest Program. City Manager Cornwell further indicated that once the Master Plan is completed in May, the residents will be informed of the tree trimming schedule for their block, as well as the entire tree trimming schedule throughout the City. City Manager Cornwell then indicated that the City is still addressing urgent tree issues, while moving forward with a long-term strategy for tree trimming maintenance.

6. ORAL REPORT - STREET REPAIR FINANCING UPDATE

City Manager Cornwell informed the residents that the Bond financing has been completed and all the necessary documents required to receive funding have been processed. Mr. Cornwell announced that the City will receive \$37 Million for street repair at an astounding 3.14% percentage rate. City Manager Cornwell expressed his delight at the many offers that the City received and thanked City Treasurer Doug Sanders for his assistance with Bank of the West. Mr. Cornwell also expressed his gratitude to City Controller Navizadeh, Assistant City Manager Michael Antwine, and the entire Management Team.

Mayor Brown thanked City Manager Cornwell, City Controller Navizadeh, City Attorney Brown, Assistant City Manager Triphenia Simmons, Assistant City Manager Michael Antwine and the entire City Staff on accomplishing this extraordinary endeavor, and added that this wonderful outcome is a testament to the strong fiscal health of the City. Mayor Brown further commented this it is even more astounding that this bond was approved in the midst of a pandemic. Mayor Brown indicated that as promised, there will be no additional tax increase to the residents, which will greatly benefit from the much needed and well-deserved street improvements to the City of Compton.

7. ORAL REPORT - EMPLOYEE RECOGNITION - Justine Bell (Water Department), Meeta Shah (City Controller's Office), Tameka Cook (City Clerk's Office), Victor Orozco (Building & Safety), Gemel Moore, Jerry Blackshire, Ronnell Thompson, Roberto Rodriguez, Paul Bell, Nebraska Jones (General Services Department), Edward Berryman, Dion Simmons, Rico Smith (Parks) and Michael Williams, Kevin Moses (Public Works Maintenance)

City Manager Craig Cornwell recognized and commended employees: Justine Bell (Water Department), Meeta Shah (City Controller's Office), Tameka Cook (City Clerk's Office), Victor Orozco (Building & Safety), Gemel Moore, Jerry Blackshire, Ronnell Thompson, Roberto Rodriguez, Paul Bell, Nebraska Jones (General Services Department), Edward Berryman, Dion Simmons, Rico Smith (Parks) and Michael Williams, Kevin Moses (Public Works Maintenance) for their outstanding service to the citizens of the City of Compton.

City Controller Sharon Navizadeh commended and thanked Ms. Meeta Shah on her incredible accomplishment of reconciling \$82 Million worth of variances between the bank and the accounting books which occurred between 2014 and 2018. Ms. Shah has continued to perform bank reconciliations and is currently reconciling the accounts from 2020 with zero variances, which is a huge accomplishment. Controller Navizadeh noted that Ms. Shah has worked tirelessly for many months to accomplish the goal of bank reconciliations and congratulated her on a job very well done.

City Clerk Alita Godwin recognized and congratulated Tameka Cook who has attained the prestigious designation of Certified Municipal Clerk (CMC). Mrs. Godwin noted that Ms. Cook is a delightful person and is always eager to learn and assist in whatever task is at hand with a positive, friendly and professional manner. Mrs. Godwin commented that Ms. Cook's work ethic is reminiscent of her own when she first joined the City Clerk's Office over 38 years ago.

City Manager Craig Cornwell praised and commended City employees for being vigilant and discovering the City Hall break-in which recently occurred. Many City employees worked overtime to completely clean-up and make repairs to restore the offices on the first floor and basement of City Hall.

City Manager Cornwell indicated that **City Clerk Godwin** was so moved by the wonderful work performed by City employees that she wrote a letter commending their actions. The letter was read into the record as follows:

"Dear Mr. City Manager:

As you know a horrible incident took place over this past weekend, where city hall was vandalized. When I started working for the City in the 1980's we were a close-knit family. It was not unusual for employees to help and assist each other when the need arose. As time went on, the family dynamics changed and that close-knit atmosphere diminished.

As I had the unfortunate opportunity to witness the destruction of the vandalism, my heart and emotions were moved with joy to see the camaraderie of employees from various departments assisting the General Services Department.

I want to give my thanks to the employees from the Public Works and Parks Maintenance Departments for stepping up to assist the General Services Department employees. I witnessed Public Works and Parks Maintenance employees mopping, sweeping, vacuuming, hanging pictures and doing whatever was necessary to help. None of these duties are in their job description, which made it more heartwarming.

I am not sure of all the names that came together collectively to assist the General Services Department, but I do hope that you will share my sentiments with them and let them know that I appreciated how they worked together to put city hall back together as though it had never been destroyed.

I pray that God will continue to Bless them and the City of Compton. Together we can make the difference.

Alita Godwin, MMC
City Clerk
City of Compton"

Mayor Brown and the City Council commended and thanked all of the employees who go above and beyond the call of duty and continue to provide excellent service to the residents and constituents.

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR Z&K CONSULTANTS, INC. TO PROVIDE ADDITIONAL SERVICES AND COMPENSATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP # 18-01, PHASE 1 (\$118,455)

On motion by Sharif, seconded by Chambers, **Resolution Number 25,436** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR Z&K CONSULTANTS, INC. TO PROVIDE ADDITIONAL SERVICES AND COMPENSATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP # 18-01, PHASE 1**’ was adopted by the following vote on roll call:

YES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE ADDITIONAL STREET DESIGN AND SUPPORT SERVICES AND COMPENSATION FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP # 18-01, PHASE 2 (\$128,500)

On motion by Sharif, seconded by McCoy, **Resolution Number 25,437** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE ADDITIONAL STREET DESIGN AND SUPPORT SERVICES AND COMPENSATION FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP # 18-01, PHASE 2**’ was adopted by the following vote on roll call:

YES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

WAIVER OF AGENDA TO CONSIDER SUBSEQUENT NEED AGENDA ITEM

On motion by Sharif, seconded by Chambers, the City Council voted to waive the agenda to consider a Subsequent Need item by the following vote on roll call:

YES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

SUBSEQUENT NEED ITEM - CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Initiation of litigation pursuant to subdivision (c) of Section 54956.9 (1 potential case)

City Attorney Damon Brown indicated that on March 22, 2021, he received communication related to a legal matter of great importance affecting the City that requires an immediate response after the agenda for the meeting had been posted. Attorney Brown further indicated that action is necessary before the Council can convene again; therefore, he suggested that a closed session be held to discuss the matter.

On motion by Chambers, seconded by McCoy, the Council voted to approve a closed session by the following vote on roll call:

YES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

COUNCIL COMMENTS

City Treasurer Douglas Sanders commended Meeta Shah of the Controller's Office for her great accomplishment of going from \$80 Million to \$0 variance which is quite significant. Treasurer Sanders commended the City Council for selecting the leadership of City Controller Navidezah, and further commended her management skills and for providing training for the employees of that department. City Treasurer Sanders also commended the Controller's Office for following the recommendations of the State Controller and the City's Auditors.

Councilmember Chambers offered the following communications/announcements:

- Announced that the California Legislative Black Caucus is currently accepting applications for college scholarships and the deadline to submit the applications is April 5, 2021—for additional information, contact: info@cablackcaucus.org.
- Announced that Macedonia Baptist Church is offering vaccinations against the coronavirus and further indicated that she will be accompanying Seniors to Martin Luther King, Jr. Hospital to receive their vaccinations.
- Invited the residents to participate in the *Grab and Go* Easter Basket event scheduled for April 3, 2021 beginning at 1:00 p.m. at Sibrie Park, 1300 West El Segundo Blvd., Compton.

Councilmember McCoy offered the following communications/announcements:

- Invited the community to attend the *Shop Local* event sponsored by the Latino Chamber of Commerce and Tomorrow's Aeronautical Museum, at 961 West Alondra, from 10:00 a.m. to 5:00 p.m. on March 27, 2021.
- Reminded the community that Burrell MacDonald Park is a drive-thru Covid-19 testing location the hours of operation are 10:00 a.m. to 6:00 p.m., 7 days a week—register at: cacovidtesting.com or call: 562-424-0038.
- Thanked everyone for their cards, letters, phone calls and kind words of condolences on the loss of her dear father, **Steve McCoy**.

Councilmember Sharif offered the following communications/announcements:

- Encouraged the residents to participate in the Hub City Clean-Up scheduled for Saturday, March 27, 2021 beginning at South Park, East Caldwell Street and South Chester---refreshments will be provided.
- Announced that FEMA is offering financial assistance to families that have lost loved ones due to the coronavirus in the United States --- must submit documentation such as death certificate --- Please call 310-605-5662 for additional information.
- Reported illegal parking on East Tucker Street as well as numerous potholes.
- Requested an update on the fire clean-up underneath the bridge area along Artesia Boulevard.

City Manager Cornwell informed the Council and community that the City is performing clean-up of the area underneath the bridge and will negotiate a start date for the vendor to begin work along Artesia and the surrounding area.

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** indicated that there has recently been a slight increase in variant strains of the coronavirus cases in California, thus, we must all remain vigilant to continue to stop the spread of the deadly virus. Ms. Brown encouraged residents to visit myturn.ca.gov or call 833-540-0473 to receive information regarding the vaccination to protect against the deadly virus and to also visit the City's website at:

www.comptoncity.org to access the Resource Guide for assistance. As of March 23, 2021, there are 16,620 confirmed cases of the virus in Compton with 223 Covid-19 related fatalities. Mayor Brown emphasized that the City is still in the midst of the pandemic and masks are absolutely essential in the effort to slow/stop the spread of the virus.

- **Mayor Brown** further noted that testing for Covid-19 is currently available at Gonzales Park, 1101 W. Cressey Street, and drive-thru testing at Burrell MacDonald Park, 2516 E. Alondra Blvd. Compton. Appointments can be scheduled by visiting: LHI.CARE/COVIDTESTING, or by calling: (888) 634-1123. Mayor Brown encouraged residents to visit myturn.ca.gov to receive information regarding the vaccination to protect against the deadly virus.
- **Mayor Brown** announced that the City of Compton will receive approximately \$37 Million in direct aid as part of the American Rescue Plan and further indicated that there are certain guidelines and restrictions on the use of the funding.
- **Mayor Brown** congratulated **Ms. Candace Leos** for being named as the 64th Congressional District *Woman of the Year!*
- **Mayor Brown** commended and thanked the City Management Team for their laudable strategy in securing funding to repave and reconstruct the streets of Compton, adding that there will be no tax increase or cost to the residents.

On motion by McCoy, seconded Chambers, the Council voted to recess the meeting at 7:26 p.m. by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

RECONVENE TO OPEN SESSION

On motion by Chambers, seconded by Sharif, the City Council voted to reconvene at 8:27 p.m. by the following vote on roll call:

Councilmembers Present: Chambers, McCoy, Sharif, Brown
Councilmembers Absent: Galvan

REPORT OUT OF COSED SESSION

City Attorney Damon Brown reported out that during the closed session, the City Council voted to authorize the City Manager to hire the law firm of Douglas Hicks. The roll call vote during closed session was as follows:

YES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned at 8:28 p.m. by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown
NOES: Council Members – None
ABSENT: Council Members – Galvan

April 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
SUPPORTING SB 576 (ARCHULETA) CARD ROOM MORATORIUM**

SUMMARY

Staff is requesting that the Council consider adopting a Resolution that will support the SB 576 (Archuleta) card room moratorium legislation.

BACKGROUND

Many California card clubs are fundamental assets in many communities, serving as the largest single source of total tax revenue for several city general funds. The City of Compton's card club, Crystal Casino, typically generates approximately \$2 million a year for the City's General Fund.

In the State of California card room taxes, depending on the community, various funds are utilized for public safety and health services, parks, water delivery, youth services, gang prevention and transportation systems and card rooms also pay millions of dollars in state licensing fees. Card clubs also generate significant employment and secondary business activity in many communities. SB 576 (Arculeta) continues a series of moratoriums on card club expansions that have been repeatedly enacted by the legislature over the past 25 years, and specifically enacts an extension of the existing moratorium on card club expansion for an additional five years from the current expiration date of January 1, 2023 to January 1, 2028. Consistent with previous moratorium legislation, this bill also simultaneously allows a modest increase in the number of licensed tables, subject to local government approval, of two (2) tables a year up to ten tables per club.

STATEMENT OF ISSUE

The moratorium that restricted expansion of existing card clubs or licensing of new ones began in 1995. The Legislature has an established history of keeping a moratorium on the expansion of local gambling in card clubs, with very narrow exceptions. If the licensing moratorium were to expire, it could be quickly followed by expanded gaming activities in adjacent areas, including those around Compton, and could negatively impact the fiscal health across the state. In order to protect this tax revenue, the City of Compton supports enactment of SB 576 (Archuleta) Card Room Moratorium and urges its legislative representatives to vote "yes" when it comes before them and urges the Governor to sign into law.

FINANCIAL IMPACT

There is no fiscal impact to support this moratorium.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
SUPPORTING SB 576 (ARCHULETA) CARD ROOM MORATORIUM**

WHEREAS, California card clubs are fundamental assets in many economies, serving as the largest single source of total tax revenue for several city general funds, and;

WHEREAS, table taxes from the City of Compton's card club, Crystal Casino, generate about \$2 million a year for the City's General Fund, and;

WHEREAS, cardroom taxes, depending on the community, variously fund essential public safety and health services, parks, water delivery, youth services, gang prevention and transportation systems, and cardrooms also pay millions of dollars in state licensing fees. Card clubs also generate significant employment and secondary business activity in many communities, and;

WHEREAS, SB 576 (Arculeta) continues a series of moratoriums on card club expansions that have been repeatedly enacted by the legislature over the past 25 years, and specifically enacts an extension of the existing moratorium on card club expansion for an additional five years from the current expiration date of January 1, 2023 to January 1, 2028, and;

WHEREAS, consistent with previous moratorium legislation, this bill also simultaneously allows a modest increase in the number of licensed tables, subject to local government approval, of two (2) tables a year up to ten tables per club, and;

WHEREAS, many cities with card rooms also have millions of dollars in long-term debt service that is financed in large part by club revenues, and;

WHEREAS, if the licensing moratorium were to expire, it could be quickly followed by expanded gaming activities in adjacent areas, including those surrounding Compton, and could negatively impact the fiscal health across the state, and;

WHEREAS, the Legislature has an established history of keeping a moratorium on the expansion of local gambling in card clubs, with very narrow exceptions. The moratorium that restricted expansion of existing card clubs or licensing of new ones began in 1995, and;

WHEREAS, a five-year moratorium was put in place by the enactment of SB 100 (Maddy), Chapter 387, Statutes of 1995, and SB 8 (Lockyer) 1997, enacted the Gambling Control Act and continued the moratorium on authorization of new or expansion of gambling establishments by two years, from January 1, 1999, until January 1, 2001, and;

WHEREAS, Legislation continuing the moratorium has been continually enacted and AB 241 (Hall), Chapter 316, Statutes of 2011, extended the card club gambling moratorium from January 1, 2015 to January 1, 2020 and most recently AB 1168 (Gipson) Chapter 744, Statutes of 2018, continued the moratorium until 2023, and;

WHEREAS, various exemptions to the moratorium have also been enacted by separate legislation along the way, including the fact that even though Assemblymember Hall authored the most recent extension of the moratorium, he nonetheless also authored AB 1039 (Hall), that allowed one-time increases by two (2) the number of gambling tables that may be operated above the number of tables authorized by a local ordinance in effect on January 1, 2013, and;

WHEREAS, since the enactment of AB 1039 in 2013, the legislature has not increased the number of tables that may be locally approved, the time is long overdue to allow modest growth within existing cardrooms subject to the approval of local government, and;

WHEREAS, that the City of Compton supports enactment of SB 576 (Archuleta) Card Room Moratorium and urges is legislative representatives to vote “yes” when it comes before them and urges the Governor to Sign it Into Law, and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City of Compton hereby declares its support for SB 576 (Archuleta) Card Room moratorium.

SECTION 2. That the City Council encourages its City’s legislative consultants to assist in generating legislative support for this important measure.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager and the District Office of Assembly Member Mike Gipson.

ADOPTED this _____ day of _____ 2021

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting hereof held on the _____ day of _____, 2021.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

April 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE WILMINGTON AVENUE SAFE STREET PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (CIP# 15-01A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$54,965.91)

SUMMARY

This Resolution authorizes the City Manager to accept the construction of the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (CIP# 15-01A) as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention (\$54,965.91).

BACKGROUND

The Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 15-01A ("Project") was developed to provide the improvements that were addressed in the audit findings which included: pedestrian and bicycle path improvements consisting of the installation of a high visibility crosswalk, installation of signs, removing existing striping, installation of new striping and markings, removal of signs, slurry seal, and construct 1.5" AC pavement on 6" of CAB on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue and installing Class II bike lanes to connect the Wilmington Avenue Class II bike lanes with the Compton Creek Class I bike path.

On May 6, 2020, pursuant to Resolution No. 25,260, City Council authorized the City Manager to enter into a construction contract with Superior Paving Markings, Inc. for the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (CIP# 15-01A) and issue a purchase order in the amount of \$1,095,486, with an approved contingency amount of \$109,548.60, totaling \$1,205,034.60.

STATEMENT OF THE ISSUE

The project has been completed in a satisfactory manner with a final construction cost of \$1,097,318 which is within the contract and contingency amounts authorized by City Council, and recommended to be formally accepted. All construction items were completed per the contract documents.

The project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion.

Therefore, in order to accept the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (CIP# 15-01A) as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention, City Council's authorization is necessary.

FISCAL IMPACT

There is no financial impact associated with release of the retention. Funds (5%) were withheld from each progress payment throughout the contract period.

RECOMMENDATION

Staff recommends that the City Council accepts the completion of the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (CIP# 15-01A), authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and release the contractor's retention.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE WILMINGTON AVENUE SAFE STREET PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (CIP# 15-01A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$54,965.51)

WHEREAS, the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 15-01A ("Project") was developed to provide the improvements that were addressed in the audit findings which included: pedestrian and bicycle path improvements consisting of the installation of a high visibility crosswalk, installation of signs, removing existing striping, installation of new striping and markings, removal of signs, slurry seal, and construct 1.5" AC pavement on 6" of CAB on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue and installing Class II bike lanes to connect the Wilmington Avenue Class II bike lanes with the Compton Creek Class I bike path; and

WHEREAS, on May 6, 2020, pursuant to Resolution No. 25,260, City Council authorized the City Manager to enter into a construction contract with Superior Paving Markings, Inc. for the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (CIP# 15-01A) and issue a purchase order in the amount of \$1,095,486, with an approved contingency amount of \$109,548.60, totaling \$1,205,034.60; and

WHEREAS, the project has been completed in a satisfactory manner with a final construction cost of \$1,097,318 which is within the contract amount authorized by City Council, and recommended to be formally accepted. All construction items were completed per the contract documents; and

WHEREAS, the project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion; and

WHEREAS, in order to accept the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 15-01A as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention, City Council's authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City hereby accepts the construction of the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (CIP# 15-01A) as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office.

Section 2. That the contractor's retention funds in the amount of \$54,965.51 are hereby authorized to be released.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

April 6, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE COMPLETION OF THE GRIND & OVERLAY PROJECT, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$135,686.70)

SUMMARY

This Resolution authorizes the City Manager to accept the completion of the Grind & Overlay Project, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention (\$135,686.70).

BACKGROUND

The Citywide Grind & Overlay Project consisted of providing road repair service Citywide in accordance with the contract specifications and other contract documents. Specifically, the project consisted of pavement repairs such as pothole repairs and grind & overlay rehabilitation methods on distressed areas.

On April 7, 2020, pursuant to Resolution No. 25,236, City Council authorized the City Manager to enter into a construction contract with Hardy & Harper, Inc. for the Grind & Overlay Project and issue a purchase order in the amount of \$2,666,900, with an approved contingency amount of \$266,690, totaling \$2,933,590.

STATEMENT OF THE ISSUE

The project has been completed in a satisfactory manner with a final construction cost of \$2,713,734.02 which is within the contract and contingency amounts authorized by City Council, and recommended to be formally accepted. All construction items were completed per the contract.

The project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion.

Therefore, in order to accept the Road Repair Service Project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention, City Council's authorization is necessary.

FISCAL IMPACT

There is no financial impact associated with release of the retention. Funds (5%) were withheld from each progress payment throughout the contract period.

RECOMMENDATION

Staff recommends that the City Council accept the completion of the Grind & Overlay Project, authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and release the contractor's retention.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE COMPLETION
OF THE GRIND & OVERLAY PROJECT, DIRECT STAFF TO FILE THE
NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY
RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE
CONTRACTOR'S RETENTION (\$135,686.70)**

WHEREAS, the Grind & Overlay Project consisted of providing Citywide pavement repairs; such as pothole repairs and grind and overlay rehabilitation methods on distressed areas; and

WHEREAS, on April 7, 2020, pursuant to Resolution No. 25,236, City Council authorized the City Manager to enter into a construction contract with Hardy & Harper, Inc. for the Grind & Overlay Project and issue a purchase order in the amount of \$2,666,900, with an approved contingency amount of \$266,690, totaling \$2,933,590; and

WHEREAS, the project has been completed in a satisfactory manner with a final construction cost of \$2,713,734.02 which is within the contract and contingency amounts authorized by City Council, and recommended to be formally accepted; and

WHEREAS, all construction items were completed per the contract; and

WHEREAS, the project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion; and

WHEREAS, in order to accept the Grind & Overlay Project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention, City Council's authorization is necessary.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. That the City hereby accepts the construction of the Grind & Overlay Project as complete and directs staff to file the Notice of Completion with the Los Angeles County Recorder's Office.

Section 2. That the contractor's retention funds in the amount of \$135,686.70 are hereby authorized to be released.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

Road Repair Services Phase V

List of Completed Streets

<u>No.</u>	<u>Streets</u>	<u>Segment</u>	<u>District #</u>
1	1300 Block on Gunlock Avenue	Included Dwight Avenue to Caldwell Street	3
2	129th Place	Grandee Avenue west to dead end	1
3	134th Street	Wilmington Avenue to Grandee Avenue	1
4	Compton Boulevard	Willowbrook Avenue to Alameda Street	1,4
5	Muriel Avenue	Alondra Boulevard to Marcelle Street	4
6	Chester Avenue	Greenleaf Boulevard to Compton Boulevard	4
7	132nd Street	Central Avenue to Salinas Avenue	1
8	Dwight Avenue	Alondra Boulevard to Gunlock Avenue	3
9	Victoria Street and Wilmington Avenue	Intersection	3
10	Alameda Street	Myrrh Street to Alondra Boulevard	4
11	Parmelee Avenue	138th Street to El Segundo Boulevard	1
12	Mayo Street	Alondra Boulevard to Caldwell Street	4
13	Tucker Street	Bradfield Avenue to Pannes Avenue	2
14	Orchard Avenue	Bradfield Avenue to Bullis Road	2
15	Pearl Avenue	Alondra Boulevard to Myrrh Street	4
16	Long Beach Boulevard	Stockton Street to Rosecrans Avenue	2
17	400 Block of Taper Avenue	n/a	3
18	500 Albertson Avenue	n/a	1
19	Popular Street	Dwight Avenue to Tajauta Avenue	1
20	Killen Place at Orchard Avenue	n/a	2
21	Killen Place	Bradfield Avenue to Ward Avenue	2

DATE: April 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING FOR GENERAL PLAN AMENDMENT NO. 2020-002 AND ZONE TEXT AMENDMENT CASE NO. 2021-001

On Wednesday, March 24, 2021, the Planning Commission completed a public hearing on proposed General Plan Amendment No. 2020-002 and Zone Text Amendment Case No. 2021-001 and recommended approval to the City Council.

The applicant, The Olson Company, is proposing the following:

- 1) Amend the City of Compton General Plan to create the "Specific Plan" Land Use designation and policy guidance.
- 2) Change the land use designation of 1950 N. Central Ave from Low Density Residential (LDR) to Specific Plan (SP).
- 3) Amend Chapter 30 of the Compton Municipal Code to create the Specific Plan Zone and development regulations.

Staff recommends that Council schedule a public hearing on this matter for **Tuesday, April 21, 2021 at 5:35 p.m.**

**ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL.
CITY MANAGER**

April 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

SUMMARY

The City Council will consider adoption of a resolution that will authorize various amendments; as specified below; to the current Employment Agreement with Craig J. Cornwell to serve as City Manager for the City of Compton.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

On July 23, 2019, the City Council ("Council") adopted Resolution No. 25,096, which authorized a two (2) year Employment Agreement ("Original Agreement"), effective as of July 8, 2019, with Craig J. Cornwell ("Cornwell") to serve the City of Compton ("City") as City Manager.

STATEMENT OF ISSUE

Mr. Cornwell has brought many years of government experience to service as City Manager, including over twenty-one (21) years as an executive level employee of the City, eleven (11) years of which he served in the position of the City Attorney of the City.

Some of many accomplishments of Mr. Cornwell since employed as City Manager include, but are not limited to: completed 43 grind and overlay street repairs; completed Capital Improvement Project 18-01 (Phase I) street reconstruction of seven (7) streets within budget; identified and closed \$37.7 million in street financing at 3.14% interest for Capital Improvement Project 18-01 (Phase II) street reconstruction project; negotiated and obtained over \$2 million

**Staff Report - Resolution Authorizing Amendments
Employment Agreement with Craig J. Cornwell as City Manager
April 6, 2021, page 2**

gift from the Los Angeles Dodger Foundation for major renovations of Jackie Robinson Stadium; 600 residential units and 80,000 square feet of commercial space under negotiation for future real estate development; \$1.2 million committed to tree trimming over next three (3) years, including developing a comprehensive tree inventory log; and, promoted or hired over 11 Compton residents.

The City of Compton has not extended a City Manager's contract since June 20, 1995, Resolution 18,007 (Howard Caldwell). This City Council seeks regain stability for the position of City Manager of the City in efforts to improve the City's external and internal financial position and standing, establish continuity of community projects and employee satisfaction.

On July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations. Thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023. It should be noted that the current salary for the City Manager position was set by the Council in 2013.

At the request of the Council, and in conformance with the directions provided, the City Attorney negotiated the contractual terms of the proposed amendment to the original Employment Agreement with Mr. Cornwell. Adoption of the attached Resolution will approve amendments to certain provisions of the original Employment Agreement between the City and Mr. Cornwell; to wit:

- | | |
|----------------|---|
| Term: | July 8, 2019 through January 3, 2025. |
| Hours of Work: | The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position including working remotely, at his discretion. |
| Compensation: | Annual base salary shall remain at \$221,000.00. Effective July 1, 2022, the annual base salary shall be increased by 5% to \$232,050.00. Effective July 1, 2023, the annual base salary shall be increased by 5% to \$243,652.50. Effective July 1, 2024, the annual base salary shall be increased by 5% to \$255,835.12. |

**Staff Report - Resolution Authorizing Amendments
Employment Agreement with Craig J. Cornwell as City Manager
April 6, 2021, page 3**

Benefits: Authorizes accrued, unused Personal Leave days to be carried over to the next calendar year.

Increases Vacation Leave days accrual from 15 hours per month to 20 hours per month.

Increases City's payment of term life insurance premiums from \$100,000 coverage to \$300,000 coverage.

Termination: If terminated prior to expiration of the Employment Agreement, Cornwell shall be entitled to receive compensation equal to twelve (12) months' salary.

FISCAL IMPACT

The salary range for the position of City Manager of \$221,000.00 is appropriated in 2020-2021 Fiscal Year budget in Account No. 1001 510 000 4101. Funds for remaining years of the Employment Agreement shall be appropriated in future City budgets.

RECOMMENDATION

It is recommended that the City Council take action on the attached Resolution.

**DAMON M. BROWN
CITY ATTORNEY**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH
CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER
PROVISIONS**

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, the City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on July 23, 2019, the City Council adopted Resolution No. 25,096, which authorized a two (2) year Employment Agreement ("Original Agreement"), effective as of July 8, 2019, with Craig J. Cornwell ("Cornwell") to serve the City of Compton ("City") as City Manager; and

WHEREAS, Mr. Cornwell has brought many years of government experience to service as City Manager, including over twenty-one (21) years as an executive level employee of the City, eleven (11) years of which he served in the position of the City Attorney of the City; and

WHEREAS, the City of Compton has not extended a City Manager's contract since June 20, 1995, see Resolution 18,007 (Howard Caldwell); and

WHEREAS, this City Council seeks regain stability for the position of City Manager of the City in efforts to improve the City's external and internal financial position and standing, establish continuity of community projects and employee accountability and satisfaction; and

WHEREAS, on July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations; thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023. The current salary for the City Manager position was set by the Council in 2013; and

WHEREAS, at the request of the Council, and in conformance with the directions provided, the City Attorney negotiated the contractual terms of the proposed amendment to the original Employment Agreement with Mr. Cornwell.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Council of the City of Compton hereby approves amendments to the current Employment Agreement between the City of Compton and Craig J. Cornwell, as reflected in the Amendment to the Employment Agreement with Craig J. Cornwell, which is attached hereto and incorporated herein.

Section 2. That the funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2020-2021 budget in Account No. 1001 510 000 4101. Funding for the remainder of the term of the Employment Agreement shall be appropriated in future City budgets.

Section 3. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CRAIG J. CORNWELL**

[Position: City Manager]

This **AMENDMENT** to the Employment Agreement (hereinafter "Amendment") is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and Craig J. Cornwell (hereinafter "Cornwell" and/or "City Manager"). The City Council, City and Cornwell are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, on July 23, 2019, the Council adopted Resolution No. 25,096, which approved a two (2) year Employment Agreement, effective as of July 8, 2019, with Cornwell to serve the City as City Manager; and

WHEREAS, the City and Cornwell entered into an Employment Agreement (hereinafter "Original Agreement") for Cornwell to serve as City Manager for the City and to perform such duties and responsibilities of such position; and

WHEREAS, on July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations; thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023 July 28, 2020; and

WHEREAS, by Resolution No. _____, adopted on _____, 2021, the Council authorized an amendment of certain provisions to the Employment Agreement with Cornwell as set forth herein; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the Employment Agreement as it is amended herein.

NOW, THEREFORE, Cornwell and the City, for the consideration, terms and conditions herein described, mutually agree as follows:

1. The Parties agree to amend **Section 1.2(a) – Term of Service** of the original Agreement to read as follows:

a. The term of this Employment Agreement shall begin on July 8, 2019, and shall end on January 3, 2025, unless extended in writing by mutual agreement of the Parties.

2. The Parties agree to amend **Section 1.3(b)(1) – Hours of Work** of the original Agreement to read as follows:

b(1) The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all reasonable times, and shall be available for attendance at City Council and other meetings as necessary. The City Manager shall be permitted, at his discretion, to work remotely. The City Manager shall also be permitted such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. Cornwell agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

3. The Parties agree to amend **Section 2.1 – Compensation** of the original Agreement to read as follows:

It is agreed that for the services to be rendered by Cornwell pursuant to this Agreement, effective as of July 8, 2019, Cornwell shall receive an annual base salary in the amount of Two Hundred Twenty One Thousand Dollars (\$221,000.00), exclusive of other benefits specified within this Employment Agreement and paid at the same intervals and in the same manner as regular City employees for the term of this Employment Agreement. Effective July 1, 2022, Cornwell shall receive a 5% base salary increase for an annual salary of Two Hundred Thirty Two Thousand Fifty Dollars (\$232,050.00). Effective July 1, 2023, Cornwell shall receive a 5% base salary increase for an annual base salary of Two Hundred Forty Three Thousand Six Hundred Fifty Two Dollars and Fifty Cents (\$243,652.50). Effective July 1, 2024, Cornwell shall receive a 5% base salary increase for an annual base salary of Two Hundred Fifty Five Thousand Eight Hundred Thirty Five Dollars and Twelve Cents (\$255,835.12). Cornwell shall be compensated on a pro-rata bases for any partial month he serves as City Manager.

4. The Parties agree to amend **Section 2.3(a)(1) – Benefits** of the original Agreement to read as follows:

a(1) Accumulate Personal Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. Personal leave days accrued may be carried over to the next calendar year during the term of this Employment Agreement.

5. The Parties agree to amend **Section 2.3(a)(3) – Benefits** of the original Agreement to read as follows:

a(3) Accumulate Vacation Leave days at the rate of 20 hours per month for a maximum of 240 hours per year of employment. Cornwell shall be entitled to cash out up to one hundred twenty (120) hours of accrued, but unused vacation hours per calendar year.

6. The Parties agree to amend **Section 2.3(f) – Benefits** of the original Agreement to read as follows:

f. Life Insurance. During the term of this Employment Agreement, the City shall pay premiums, on behalf of Cornwell, for a term life insurance policy with a principal amount of \$300,000 and a conversion privilege.

7. The Parties agree to amend **Section 3.1(a)(1) – Termination** of the original Agreement by deleting it in its entirety.

8. The Parties agree to amend **Section 3.1(a)(2) - Termination** of the original Agreement to read as follows:

a(2) If terminated prior to the expiration of this Employment Agreement, Cornwell shall be entitled to receive severance compensation equal to twelve (12) months' salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Cornwell's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

9. The Parties agree to amend **Section 3.1(a)(3) – Termination** of the original Agreement to read as follows:

a(3) If terminated at any time during the term of this Employment Agreement due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

10. The rights, obligations and fees of the Parties under the Employment Agreement shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the original Employment Agreement shall remain in full force and effect.

11. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Employment Agreement by and between City Council of the City of Compton on behalf of the City of Compton and Craig J. Cornwell.

Craig J. Cornwell

Date: _____

CITY OF COMPTON
A Municipal Corporation

Date: _____

Aja Brown, Mayor

Date: _____

Michelle Chambers, Councilmember
First Council District

Date: _____

Isaac Galvan, Councilmember
Second Council District

Date: _____

Tana McCoy, Councilmember
Third Council District

Date: _____

Emma Sharif, Councilmember
Fourth Council District

Amendment No. 1 to Employment Agreement — Craig J. Cornwell
City Manager Position
[Resolution No. _____]

Approved as to form:

By: _____
Damon M. Brown, City Attorney

Date: _____

ATTEST:

Date: _____

By _____
Alita Godwin, MMC, City Clerk

April 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT WITH THE LANDSPIRE GROUP LLC TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD FOR DEVELOPMENT OF SEVENTY (70) MULTI-FAMILY HOUSING UNITS

SUMMARY

Staff respectfully requests the City Council, acting as the Housing Successor Agency of the City of Compton authorize the City Manager to enter into Amendment No. 1 to the Exclusive Negotiation Agreement entered into with the LandSpire Group LLC to extend the term of the Exclusive Negotiation Agreement (i.e. through August 31, 2021) for purposes of working out the terms and conditions of a Purchase and Sale Agreement for the disposition and development of Housing Successor Agency-owned property located at 1434 West Compton Boulevard, for a seventy (70) multi-family residential housing development.

BACKGROUND

Pursuant to Resolution No. 25,333, adopted on July 28, 2020, the City Council ("Council"), acting as the Housing Successor Agency of the City of Compton ("Housing Successor"), authorized the City Manager to enter into an Exclusive Negotiating Agreement ("ENA") with the LandSpire Group LLC ("Purchaser") to work out the terms and condition of a Purchase and Sale Agreement for the disposition and development of Housing Successor owned property located at 1434 West Compton Boulevard ("Property").

The subject Property has experienced prolonged blight and non-conforming uses. The Purchaser's proposal for this location is a new residential community that includes up to 70 units of affordable housing to include one, two and three bedroom units, ground level community meeting space, green space, commercial spaces and surface parking.

On or about September 15, 2020, the Housing Successor and the Purchaser entered into the ENA for a term of six (6) months to work out the terms and conditions of a Purchase and Sale Agreement to consummate the sale and disposition of the subject Property.

STATEMENT OF THE ISSUE

Since entering into the ENA, the Purchaser and the Housing Successor have worked diligently on various due diligence and negotiation matters related to the proposed development. However, in light of the current economic recession caused by the COVID-19 pandemic, coupled with the complex development and entitlement issues associated with the proposed development, both the Housing Successor and the Purchaser mutually agree it necessary to amend the term of the ENA to extend the term of the negotiation period for at least an additional five (5) month period through August 31, 2021. This additional time will allow both parties to finalize the terms, conditions and disposition and development of the Property.

FISCAL IMPACT

There is no impact to the City's General Fund with the approval of this Resolution. Upon successful negotiation of a Purchase and Sale Agreement with the Purchaser, staff will present a proposed purchase price for the property for Council consideration.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON,
ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO
AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT
WITH THE LANDSPIRE GROUP LLC TO WORK OUT THE TERMS AND
CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE
DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR
AGENCY-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON
BOULEVARD FOR DEVELOPMENT OF SEVENTY (70) MULTI-FAMILY
HOUSING UNITS**

WHEREAS, pursuant to Resolution No. 25,333, adopted on July 28, 2020, the City Council (“Council”), acting as the Housing Successor Agency of the City of Compton (“Housing Successor”), authorized the City Manager to enter into an Exclusive Negotiating Agreement (“ENA”) with the LandSpire Group LLC (“Purchaser”) to work out the terms and condition of a Purchase and Sale Agreement for the disposition and development of Housing Successor owned property located at 1434 West Compton Boulevard (“Property”); and

WHEREAS, on or about September 15, 2020, the Housing Successor and the Purchaser entered into the ENA for a term of six (6) months to work out the terms and conditions of a Purchase and Sale Agreement to consummate the sale and disposition of the subject Property; and

WHEREAS, since entering into the ENA, the Purchaser and the Housing Successor have worked diligently on various due diligence and negotiation matters related to the proposed development. However, in light of the current economic recession caused by the COVID-19 pandemic, coupled with the complex development and entitlement issues associated with the proposed development, both the Housing Successor and the Purchaser mutually agree it necessary to amend the term of the ENA to extend the term of the negotiation period for at least an additional five (5) month period through August 31, 2021. This additional time will allow both parties to finalize the terms, conditions and disposition and development of the Property; and

WHEREAS, there is no impact to the City’s General Fund with the approval of this resolution. Upon successful negotiation of a Purchase and Sale Agreement with the developer, staff will present a proposed purchase price for the site for consideration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an Amendment No. 1 to the Exclusive Negotiating Agreement with the LandSpire Group LLC to extend the term of the Exclusive Negotiating Agreement for a period of five (5) months (i.e. through August 31, 2021).

Section 2. That there is no impact to the City’s General Fund with the approval of this Resolution. Upon successful negotiation of a Purchase and Sale Agreement with the Purchaser, staff will present a proposed purchase price for the property for Council consideration.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Housing Successor Agency, and City Clerk.

Section 4. That the Mayor shall sign and the Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

That said Resolution was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS-
NOES:	COUNCIL MEMBERS-
ABSENT:	COUNCIL MEMBERS-
ABSTAIN:	COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**FIRST AMENDMENT TO
EXCLUSIVE NEGOTIATING AGREEMENT**

This FIRST AMENDMENT (“**Amendment**”) TO THE EXCLUSIVE NEGOTIATING AGREEMENT, dated as of March 16, 2021 (the “**Amendment Effective Date**”), is entered into by and between the **CITY OF COMPTON, acting as the HOUSING SUCCESSOR AGENCY**, a public body (hereinafter the “**CITY**”) and **LANDSPIRE GROUP LLC**, a Nevada Limited Liability Company (hereinafter the “**Purchaser**”).

RECITALS

A. Pursuant to Resolution No. 25,333, adopted July 28, 2020, the City and Purchaser entered into an Exclusive Negotiating Agreement (the “**ENA**”), with an effective date of September 15, 2020 (the “**Original ENA**”), which affects certain property located in the City of Compton, County of Los Angeles, State of California, located at 1434 West Compton Boulevard, more particularly described in Attachment No. 1 to the original ENA.

B. Pursuant to Resolution No. _____ adopted _____, 2021, the City and Purchaser were authorized to amend the original ENA, as hereinafter set forth in this Amendment.

AMENDMENTS

1. Section 1 of the original ENA is hereby amended to extend the six (6) month term of the original ENA for a period of an additional five (5) months (i.e. March 16, 2021 through August 31, 2021).

2. Attachment No. 2 to the original ENA is hereby amended in its entirety to read as follows:

ATTACHMENT NO. 2

MATERIALS TO BE DELIVERED BY PURCHASER

Item	Date Delivered
1. Development Budget	106 days following the Amended Effective Date
2. Sources and uses of funds for the development	106 days following the Amended Effective Date
3. Development schedule, including key milestones	106 days following the Amended Effective Date

Exclusive Negotiating Agreement – First Amendment
Landspire Group, LLC
1434 West Compton Boulevard
Housing Successor Agency/Resolution No.

3. Nothing contained in this Amendment shall be construed as giving any person or entity, other than the parties hereto, any right, remedy or claim under, or with respect to, the original ENA or any amendments thereto.

4. Except as provided for above, all other terms and conditions of the original ENA and any amendments thereto between the SA and the Purchaser all remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

PURCHASER:

LANDSPIRE GROUP, LLC

A Nevada Limited Liability Company

By: _____

Name: Joshua Childress

Title: Founder and Chief Executive Officer

By: _____

Name: Justin Davis

Title: Chief Operating Officer

CITY OF COMPTON

By: _____

Name: Craig J. Cornwell

Title: City Manager

**Exclusive Negotiating Agreement – First Amendment
Landspire Group, LLC
1434 West Compton Boulevard
Housing Successor Agency/Resolution No.**

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

ATTEST:

By: _____
Alita Godwin, City Clerk

April 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS-STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ELK GROVE AUTO GROUP, WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PROCUREMENT OF FLEET VEHICLES (\$619,333.00)

SUMMARY

Adoption of this resolution will amend the 2020-2021 Fiscal Year budget of the Public Works – Street Maintenance Department to transfer funds to increase expenditures in the amount of Six Hundred Nineteen Thousand Three Hundred Thirty Three Dollars (\$619,333.00) and authorize the City Manager to issue purchase orders to Elk Grove Auto Group for the purchase of seven (7) pickup trucks (\$182,122.00), Winner Chevrolet, Inc. for the purchase of seven (7) Sports Utility Vehicles (\$192,927.00) and Freeway Toyota of Hanford for the purchase of seven (7) Prius Hybrids for use by the Community Improvement Services, Community Development and Fire Departments.

BACKGROUND

The City of Compton's fleet is aging with the majority of the vehicles having been in service over 10 years. In addition to age, the vehicles have been deemed inadequate to meet the current needs of the Community Improvement Services, Community Development and Fire Departments.

Code Enforcement Officers are currently utilizing seven (7) Dodge Chargers for service vehicles. In addition to citations and inspections, personal property seizures have become an increasing aspect of their job, and include seizing large items such as illegal street vendor carts which cannot be placed inside of a sedan like a Dodge Charger. As a result of this, officers must coordinate the use of a pickup truck with the Public Works - Street Maintenance Department to impound such items, which creates inefficiencies for both departments. Purchasing seven (7) 2021 Dodge Ram 1500 Classic Tradesman Trucks from Elk Grove Auto Group will alleviate this issue, thereby allowing Code Enforcement Officers to confiscate items themselves, and Public Works staff to remain focused on their assigned duties.

The purchase order will also provide seven (7) 2021 Chevrolet Equinox Sport Utility Vehicles from Winner Chevrolet, Inc. for use by the Security Division. The Security Officers are also using Dodge Chargers as service vehicles that have been in service for over 10 years and require servicing that make it cost prohibitive to continue maintaining. In researching replacement options, it was determined that sport utility vehicles provide more flexibility for the Security Officers duties and were more cost efficient than replacing with new sedans.

Additionally, seven (7) 2021 Toyota Prius Hybrids will be purchased from Freeway Toyota of Hanford for use by the Building & Safety and the Local Housing Authority Divisions of the Community Development Department and the Fire Department. Staff members from these respective departments are currently utilizing Chevrolet Impalas and Dodge Chargers that were purchased in 2008. These vehicles also have exceeded their useful life and have become cost prohibitive to maintain as well.

STATEMENT OF THE ISSUE

The City will utilize the State of California's (State) "Statewide Contract" agreements for Fleet Vehicles – Trucks (Contract Number: 1-18-23-20 A through I), Fleet Vehicles – Cars (Contract Number: 1-18-23-10 A through H) and Fleet Vehicles – Vans & SUVs (Contract Number: 1-18-23-23 A through G) issued by the Department of General Services Procurement Division to purchase the vehicles. The State conducted a formal Request for Proposals (RFP) process that identified a number of vendors to provide vehicles of various types (Trucks, SUVs, Vans and Cars) to meet the needs of their departments.

Subsection B "Local Government Agencies" of Section 2. "Contract Usage/Rules" of each agreement contains the following language that allows local government agencies to also utilize their agreements for vehicle acquisitions:

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

Review of the State's procurement process satisfies the City's procurement requirements; thus, utilizing the State's agreements allow the City to capitalize on pricing that would not be available if staff conducted a separate RFQ process for the vehicle purchases.

These vehicles will also be outfitted with the appropriate equipment (light bars, tow hitches, City Logo and Department decals, etc.) to allow staff to use the vehicles in their daily duties as soon as they are delivered, which is expected three to four months after the orders are placed by the City.

FISCAL IMPACT

Funds are available in the Equipment Rental Fund Balance and the Fiscal Year 2020-2021 budget will need to be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	\$619,333.00

The purchase orders will be allocated to the respective dealerships as follows:

Dealership	Vehicles	Quantity	Amount
Elk Grove Auto Group	Dodge Ram Trucks	7	\$182,122.00
Winner Chevrolet, Inc.	Chevrolet Equinox	7	\$192,927.00
Freeway Toyota of Hanford	Toyota Prius	7	\$244,284.00
Total			\$619,333.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS-STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS
TO ELK GROVE AUTO GROUP, WINNER CHEVROLET, INC. AND
FREEWAY TOYOTA OF HANFORD FOR THE PROCUREMENT OF FLEET
VEHICLES (\$619,333.00)**

WHEREAS, the City of Compton employees utilize various service vehicles (sedans, pickup trucks and sport utility vehicles) in the performance of their duties; and

WHEREAS, vehicles in service have reached the end of their useful life as they were purchased in 2008 and the cost of maintenance is cost prohibitive to maintain; and

WHEREAS, based on existing demands, the Departments current vehicles allocations are inadequate to efficiently allow employees to fulfill their duties to the City and the vehicles are reaching the end of their useful life; thus, staff has checked into purchasing vehicles that better meet the needs of the Departments; and

WHEREAS, the State of California's Department of General Services (State) went through a formal Request For Proposal process to solicit vendors to provide fleet vehicles to the State in 2018. They executed three agreements delineated by vehicle types: Fleet Vehicles – Trucks (Contract Number: 1-18-23-20 A through I); Fleet Vehicles – Cars (Contract Number: 1-18-23-10 A through H); and Fleet Vehicles – Vans & SUVs (Contract Number: 1-18-23-23 A through G); and

WHEREAS, the State included a clause (Subsection B "Local Government Agencies" of Section 2. "Contract Usage/Rules") in their agreements that afford local government agencies the opportunity to purchase fleet vehicles at the same cost as the State of California; and

WHEREAS, review of the State's procurement process satisfies the City's procurement requirements, thus by using the State's pricing, the City will benefit from a state-wide bid process and a better price on the selected vehicles; therefore, staff recommends acquiring the needed vehicles from the authorized vendors at the cost of \$619,333.00; and

WHEREAS, these vehicles will also be outfitted with the appropriate equipment (light bars, tow hitches, City Logo and Department decals, etc.) to allow staff to use the vehicles in their daily duties as soon as they are delivered; and

WHEREAS, the 2020-2021 Fiscal Year budget must be amended to fund this expenditure.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
RESOLVES AS FOLLOWS:**

Section 1. That the quotes from Elk Grove Auto Group, Winner Chevrolet, Inc. and Freeway Toyota of Hanford are hereby accepted.

Section 2. That funds for this expenditure are available in the Equipment Rental Fund Balance and the Fiscal Year 2020-2021 budget shall be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	\$619,333.00

Section 3. That the City Manager is hereby authorized to issue purchase orders and all necessary documentation to Elk Grove Auto Group for the purchase of seven (7) 2021 Dodge Ram 1500 Classic Tradesman Trucks in the amount of \$182,122.00, to Winner Chevrolet, Inc. for the purchase of seven (7) 2021 Chevrolet Equinox Sports Utility Vehicles in the amount of \$192,927.00 and to Freeway Toyota of Hanford for the purchase of seven (7) Prius Hybrids in the amount of \$244,284.00.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Community Improvement, Community Development and Fire Departments.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 13****

****(Incorporates Supplements 1 – 13)****

ISSUE AND EFFECTIVE DATE: ****1/13/2021****
CONTRACT NUMBER: 1-18-23-10 A through H
DESCRIPTION: Fleet Vehicles – Cars
CONTRACTOR(S): Downtown Ford Sales (1-18-23-10A)
Elk Grove Auto Group (1-18-23-10B)
Freeway Toyota (1-18-23-10C)
Winner Chevrolet (1-18-23-10D)
Wondries Fleet Group (1-18-23-10E)
US Fleet Source (1-18-23-10F)
Selma Nissan (1-18-23-10G)
Toyota Sunnyvale (1-18-23-10H)
CONTRACT TERM: 05/01/2018 through 04/30/2021
STATE CONTRACT ADMINISTRATOR: Eugene Shemereko
916/441-9653
Eugene.Shemereko@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

(<http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/dgspd/401.pdf>)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ****Supplement 13****

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
13	<i>Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes:</i> ➤ <i>Attachment A – Contract Pricing: The following line item prices have increased:</i> <i>Line Item 7 – Nissan Leaf</i> <i>Line Item 13 – Hyundai Ioniq</i> <i>Line Item 17 – Honda Insight</i> <i>Line Item 18 – Toyota Prius</i> <i>Line Item 21 – Honda Accord</i> <i>Line Item 22 – Hyundai Ioniq Blue</i>	01/13/2021
12	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following line item price has increased: Line Item 23 – Chrysler 300	10/06/2020
11	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 10 – Kia Soul EV Line Item 14 – Kia Optima PHEV ➤ Attachment A – Contract Pricing: The following line item prices have increased: Line Item 13 – Ioniq PHEV Line Item 15 – Niro PHEV Line Item 20 – Niro Hybrid Line Item 22 – Ioniq Hybrid	07/09/2020
10	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following line items have been added: Line Item 17 – Honda Insight (Hybrid) Line Item 21 – Honda Accord (Hybrid)	03/19/2020

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

Supplement Number	Description/Articles	Supplement Date
	➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 5 – Volkswagen E-Golf Line Item 23 – Dodge Charger ➤ Attachment A – Contract Pricing: The following line item price has decreased: Line Item 11 – Chevy Bolt Article 6 - Contract Items – Language added	
9	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 23 – Dodge Charger Line Item 23 – Chrysler 300 ➤ Attachment A – Contract Pricing: US Fleet Source contact information updated ➤ Article 8 – Customer Service – Contact information updated ➤ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	01/13/2020
8	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Contract is hereby extended an additional year, to 4/30/2021. ➤ Attachment A – Contract Pricing: The following Line Items are currently unavailable: Line Item 8 – Hyundai Ioniq Electric Line Item 13 – Hyundai Ioniq PHEV ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 14 – Kia Optima (PHEV)	11/8/2019
7	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have decreased: Line Item 11 – Chevrolet Bolt ➤ Attachment A – Contract Pricing: The following line items are no longer available:	09/27/2019

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

Supplement Number	Description/Articles	Supplement Date
	Line Item 14 – Kia Optima PHEV Line Item 17 – Kia Optima HEV Line Item 17 – Toyota Camry Hybrid Line Item 18 – Toyota Prius Line Item 23 – Chevrolet Impala ➤ Article 8 – Customer Service – Contact information updated ➤ Article 12 – Ordering Procedure – Contact information updated ➤ Article 22 – Contract Administration – Contact information updated	
6	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 14 – Ford Fusion Energi Line Item 17 – Ford Fusion S Line Item 23 – Chevy Impala ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 10 – Kia Soul EV Line Item 17 – Chevy Malibu - Hybrid Line Item 23 – Ford Taurus	07/11/2019
5	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 5 – VW E-Golf	04/12/2019
4	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Contract Administration: Contract Administrator changed to Eugene Shemereko ➤ Article 6 – Contract items – Document Processing Charge: Processing charge increased to \$85 ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 18 – Toyota Prius ➤ Attachment A – Contract Pricing: The following vehicles have been removed from the contract: Line Item 12 – Chevrolet Volt	02/27/2019

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

Supplement Number	Description/Articles	Supplement Date
	Line Item 16 – Toyota Prius C ➤ Updated hyperlinks in the following Articles: Article 2, Article 3, Article 10, Article 26	
3	Subject contract for Fleet Vehicles – Cars is hereby modified to reflect the following changes: ➤ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson ➤ Article 8 – Customer Service: U.S. Fleet Source contact information updated. ➤ Article 12 – Ordering Procedure: U.S. Fleet Source contact information updated. ➤ Article 22 – Contract Administration: U.S. Fleet Source contact information updated. ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 7 – Nissan Leaf Line Item 16 – Toyota Prius C Line Item 17 – Toyota Camry	11/01/2018
2	Subject contract for Fleet Vehicles – Cars is hereby modified as follows: Price Increases on Ford Cars: Line Items 5, 10, 14, 17, 22, 23	08/01/2018
1	Subject contract for Fleet Vehicles – Cars is hereby modified as follows: Price Increases on Chevrolet Cars: Line Items: 11, 12, and 23 Section 6, Contract Terms: Price Increase language has been added.	05/18/2018
N/A	Original Contract Posted	05/01/2018

All other terms and conditions remain the same.

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

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Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ****Supplement 13****

33. ATTACHMENTS 23

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-10 A - H. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State will periodically make additional awards to the current Fleet Vehicles – Cars contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-10 A – H. If necessary, additional contract numbers will be added.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
 - Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Contract (Mandatory) 1-18-23-10 A-H
Contract User Instructions, ***Supplement 13***

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed \$30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

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Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-18-23-10A	Sandra Scott	(916) 442-6931	Sandra.scott@dtfords.com
Elk Grove Auto Group	1-18-23-10B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Freeway Toyota	1-18-23-10C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-18-23-10D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Wondries Fleet Group	1-18-23-10E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	yesenia@wondries.com clarkecooper@wondries.com
US Fleet Source	1-18-23-10F	Debby Molino	(626) 216-7002	info@usfleetsource.com
Selma Nissan/Honda	1-18-23-10G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Toyota Sunnyvale	1-18-23-10H	Stan Wolowski	(408) 306-1960	stanwolowski@toyotasunnyvale.com

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Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

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B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-18-23-10A	U.S. Mail: Downtown Ford Sales 525 N.16 th Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: Sandra.scott@dtfords.com
Contract # 1-18-23-10B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-10C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-10D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

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Contract # 1-18-23-10E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@wondries.com clarkecooper@wondries.com
Contract # 1-18-23-10F	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-18-23-10G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-10H	U.S. Mail: Toyota Sunnyvale 898 W. El Camino Real Sunnyvale, CA 94087 Attn: Stan Wolowski	Facsimile: (408) 774-3501	Email: stanwolowski@toyotasunnyvale.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)

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- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

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Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner's manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

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In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Eugene Shemereko
Telephone:	(916) 441-9653
Facsimile:	(916) 375-4613

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State Contact Information	DGS/PD Contract Administrator
Email:	Eugene.Shemereko@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	Downtown Ford Sales Contract # 1-18-23-10A	Elk Grove Auto Group Contract # 1-18-23-10B
Contact Name:	Sandra Scott	Jerry Powers
Telephone:	(916) 442-6931	(916) 426-5752
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra.scott@dtfords.com	jpowers@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	Freeway Toyota Contract # 1-18-23-10C	Winner Chevrolet Contract # 1-18-23-10D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	Wondries Fleet Group Contract # 1-18-23-10E	US Fleet Source Contract # 1-18-23-10F
Contact Name:	Clarke Cooper	Debby Molino
Telephone:	(626) 457-5590	(626) 316-7002
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	clarkecooper@wondries.com	info@usfleetsource.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	Selma Nissan/Honda Contract # 1-18-23-10G	Toyota Sunnyvale Contract # 1-18-23-10H
Contact Name:	Pat Ireland	Stan Wolowski
Telephone:	(559) 707-5735	(408) 306-1960
Facsimile:	(559) 961-4601	(408) 774-3501
Email:	patireland1962@yahoo.com	stanwolowski@toyotasunnyvale.com
Address:	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662	Toyota Sunnyvale 898 W. El Camino Real Sunnyvale, CA 94087

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension

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- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-18-23-10 A - H include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-10F offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

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26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	Ford: 98-037902 Kia: 102-238650 Honda: 17-691534
US Fleet Source	103097044
Selma Nissan/Honda	22-844821
Toyota Sunnyvale	26-117132

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing

8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

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Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS CA and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;

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- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program>

33. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-4181, revised 11/7/17
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Information Questionnaire



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 12****

****(Incorporates Supplements 1 – 12)****

ISSUE AND EFFECTIVE DATE: ****1/13/2021****

CONTRACT NUMBER: 1-18-23-20 A through I

DESCRIPTION: Fleet Vehicles – Trucks

CONTRACTOR(S): Downtown Ford Sales (1-18-23-20A)
Elk Grove Auto Group (1-18-23-20B)
Freeway Toyota (1-18-23-20C)
Winner Chevrolet (1-18-23-20D)
Wondries Fleet Group (1-18-23-20E)
Riverview International
Trucks (1-18-23-20F)
Selma Nissan (1-18-23-20G)
Sacramento Truck Center (1-18-23-20I)

CONTRACT TERM: 05/01/2018 through 04/30/2021

STATE CONTRACT ADMINISTRATOR: Eugene Shemereko
916/441-9653

Eugene.Shemereko@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

(<http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd/401.pdf>)

Cal eProcure link: www.caleprocure.ca.gov

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Contract User Instructions, ****Supplement 12****

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
12	<i>Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes:</i> ➤ <i>Attachment A – Contract Pricing: The following prices have increased:</i> <i>Lines 1-4 – Ford Ranger</i> <i>Lines 1-4 – Nissan Frontier</i> <i>Lines 1-4 – Toyota Tacoma</i> <i>Line 24 – RAM 2500</i> <i>Line 33 – RAM 5500</i> <i>Line 36 – F650</i> <i>Line 37 – F650</i> ➤ <i>Attachment A – Contract Pricing: The following line items are no longer available:</i> <i>Line 12 – Nissan Titan</i> <i>Line 21 – RAM 2500</i>	01/13/2021
11	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Lines 9-18 – Ford F150 Lines 9-11 – RAM 1500 Line 13 – RAM 1500 Lines 19-35 Ford F-Series Line 22 – RAM 2500 Line 29 – RAM 3500	10/06/2020
10	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Contract 1-18-23-20H with Leehan of Davis will expire on April 30, 2020. All pending orders will be fulfilled. Contractor contact is still available for customer service calls. ➤ Attachment A – Contract Pricing: The following prices have increased: Lines 1-8 – Chevy Colorado Lines 9-16 – Chevy Silverado 1500 Lines 19-26 – Chevy Silverado 2500	04/28/2020

Contract (Mandatory) 1-18-23-20 A-I
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Supplement Number	Description/Articles	Supplement Date
	Lines 28-29 – Chevy Silverado 3500 ➤ Attachment A – Contract Pricing: The following line items are no longer available: - Line Item 12 – Ram 1500 - Line Item 18 – Ram 2500 - Line Item 20 – Ram 2500 Crew - Line Item 23 – Ram 2500 Crew - Line Item 25 – Ram 2500 Crew - Line Item 26 – Ram 2500 Crew - Line Item 28 – Ram 3500 - Line Item 30 – Ram 4500 - Line Item 31 – Ram 4500 - Line Item 34 – Ram 5500	
9	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: - Line Item 37 – International MV - Line Item 38 – International MV & HV - Line Item 39 – International MV & HV - Line Item 41 – International HV ➤ The following line items have been added: - Line Item 1 through 4 – Ford Ranger ➤ Article 6 - Contract Items – Language added	03/19/2020
8	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: - Line Item 9 through 11 – Ram 1500 - Line Item 13 – Ram 1500 - Line Item 22 – Ram 1500 - Line Item 19 through 27 – Ford F-250 - Line Item 28 & 29 – Ford F-350 - Line Item 30 through 32 – Ford F-450 - Line Item 33 through 35 – Ford F-550 ➤ Attachment A – Contract Pricing: The following line items are currently unavailable: - Line Item 1 – Nissan Frontier ➤ Attachment A – Contract Pricing: The following line items are no longer available: - Line Item 15 & 16 – Ram 1500	01/13/2020

Contract (Mandatory) 1-18-23-20 A-I
Contract User Instructions, ***Supplement 12***

Supplement Number	Description/Articles	Supplement Date
7	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Contract is hereby extended an additional year, to 4/30/2021. ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 36 & 37 – Ford F650 ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 17 – Ram 1500 (Ecodiesel) Line Item 18 – Ram 1500 (Ecodiesel)	11/8/2019
6	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1, 2, & 4 – Toyota Tacoma Line Item 2 & 4 – Nissan Frontier Line Item 9-14, 15-18 – Ford F150 Line Item 14 – Dodge Ram 1500 Line Item 25-26 – Ford F-250 Line Item 31 – Ford F-450 Line Item 34 – Ford F-550 Line Item 37-41 – Freightliner M2 ➤ Article 8 – Customer Service – Contact information updated ➤ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	09/27/2019
5	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 & 2 - Chevy Colorado Line Item 7 & 8 - Chevy Colorado Line Item 9, 11, 12, 14-16 - Chevy Silverado 1500 Line Item 19 – 26 - Chevy Silverado 2500 Line Item 22 – RAM 2500 Line Item 28 – Silverado 2500 Line Item 29 – Ram 3500 Line Item 31 – Silverado 4500	07/11/2019

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Supplement Number	Description/Articles	Supplement Date
	The following prices have decreased: Line Item 3 & 4 – Chevy Colorado Line Item 13 – Silverado 1500 Line Item 29 – Silverado 3500 The following line items are no longer available: Line Item 5 & 6 – Colorado (Diesel) Line Item 27 – RAM 2500 CNG	
4	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Contract Administration: Contract Administrator changed to Eugene Shemereko ➤ Article 6 – Contract items – Document Processing Charge: Processing charge increased to \$85 ➤ Attachment A – Contract Pricing: The following prices have increased Line Item 37 – International MV Line Item 38 – International MV; International HV Line Item 39 – International MV; International HV Line Item 41 – International HV	02/21/2019
3	Subject contract for Fleet Vehicles – Trucks is hereby modified to reflect the following changes: ➤ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson ➤ Article 25 – Payment: \$200 Discount for payment within 20 days added for Riverview International ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Nissan Frontier Line Item 2 – Toyota Tacoma and Nissan Frontier Line Item 3 – Toyota Tacoma and Nissan Frontier Line Item 4 – Toyota Tacoma and Nissan Frontier Line Item 9 – Ford F150 Line Item 10 – Ford F150	11/01/2018

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Supplement Number	Description/Articles	Supplement Date
	Line Item 11 – Ford F150 Line Item 12 – Ford F150 Line Item 13 – Ford F150 Line Item 14 – Ford F150 Line Item 15 – Ford F150 Line Item 16 – Ford F150 Line Item 17 – Ford F150 Line Item 18 – Ford F150	
2	Subject contract for Fleet Vehicles – Trucks is here by modified as follows (Changes are identified in red font): Price Increases on Chevrolet Trucks: Line Items: 11, 14, 31, and 34 Price Increases on Honda Trucks: Line Item: 4 Price Increases on Nissan Trucks: Line Item: 12	08/01/2018
1	Subject contract for Fleet Vehicles – Trucks is here by modified as follows (Changes are identified in red font): Contract 1-18-23-20F, Riverview International Trucks, LLC is hereby added and incorporated into these Contract User Instructions. Line items are identified on the Contract Pricing Sheet, Trucks. Price Increases on Chevrolet Trucks: Line Items: 1-16, 19-26, and 28-29 Temporarily Unavailable: Chevrolet Trucks Line Items: 9, 12, 19, 22, 25, 26, and 28 Section 6, Contract Terms: Price Increase language has been added.	05/18/2018
N/A	Original Contract Posted	05/01/2018

All other terms and conditions remain the same.

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33. ATTACHMENTS 26

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1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-20 A-I. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State may periodically make additional awards to the current Fleet Vehicles – Trucks contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-20 A-I. If necessary, additional contract numbers will be added.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

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- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
 - Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

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5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

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Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed \$30 per vehicle purchased.

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7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-18-23-20A	Sandra Scott	(916) 442-6931	Sandra.scott@dtfords.com
Elk Grove Auto Group	1-18-23-20B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Freeway Toyota	1-18-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-18-23-20D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Wondries Fleet Group	1-18-23-20E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	yesenia@wondries.com clarkecooper@wondries.com
Riverview International	1-18-23-20F	Jason Farrell	(916) 669-0253	jasonf@riverview-trucks.com
Selma Nissan/Honda	1-18-23-20G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com

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Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia	1-18-23-20H	Dan Heil	(530) 746- 5250	dan.heil@hanlees.net
Sacramento Truck Center	1-18-23-20I	Dean Neadham	(916) 286- 2013	dneedham@sacramentotruck.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

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- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

A. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-18-23-20A	U.S. Mail: Downtown Ford Sales 525 N.16 th Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: Sandra.scott@dtfords.com
Contract # 1-18-23-20B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

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Contract # 1-18-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-20E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@wondries.com clarkecooper@wondries.com
Contract # 1-18-23-20F	U.S. Mail: Riverview International 2445 Evergreen Ave. W. Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 669-0253	Email: jasonf@riverview-trucks.com
Contract # 1-18-23-20G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-20I	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2013	Email: dneedham@sacramentotruck.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or

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- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

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Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner's manual.

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18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

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22. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Eugene Shemereko
Telephone:	(916) 441-9653
Facsimile:	(916) 375-4613
Email:	Eugene.Shemereko@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	Downtown Ford Sales Contract # 1-18-23-20A	Elk Grove Auto Group Contract # 1-18-23-20B
Contact Name:	Sandra Scott	Jerry Powers
Telephone:	(916) 442-6931	(916) 426-5752
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra.scott@dtfords.com	jpowers@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	Freeway Toyota Contract # 1-18-23-20C	Winner Chevrolet Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	Wondries Fleet Group Contract # 1-18-23-20E	Riverview International Trucks, LLC Contract # 1-18-23-20F
Contact Name:	Clarke Cooper	Jason Farrell
Telephone:	(626) 457-5590	(916) 669-0253
Facsimile:	(626) 457-5593	(916) 372-8541
Email:	clarkecooper@wondries.com	jasonf@riverview-trucks.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	Riverview International Trucks 2445 Evergreen Ave. W. Sacramento, CA 95691

Dealer Contact Information	Selma Nissan/Honda Contract # 1-18-23-20G	Sacramento Truck Center Contract # 1-18-23-20I
Contact Name:	Pat Ireland	Dean Needham
Telephone:	(559) 707-5735	(916) 286-2013
Facsimile:	(559) 961-4601	(916) 286-2085
Email:	patireland1962@yahoo.com	dneedham@sacramentotruck.com
Address:	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension

Contract (Mandatory) 1-18-23-20 A-I
Contract User Instructions, ***Supplement 12***

- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-18-23-20 A-I include a \$500 per vehicle discount for payment made within twenty (20) days except Riverview International (Contract 1-18-23-20 F) which offers a \$200 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-20I offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Contract (Mandatory) 1-18-23-20 A-I
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26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Riverview International Trucks	101-079519
Selma Nissan/Honda	22-844821
Sacramento Truck Center	97-724353

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing

8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to

Contract (Mandatory) 1-18-23-20 A-I
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normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS CA and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

Contract (Mandatory) 1-18-23-20 A-I
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The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program>

33. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification 2310-4181, revised 11/7/17

Attachment C – Postconsumer Content Certification Workbook

Attachment D – Vehicle Information Questionnaire



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 16****

****(Incorporates Supplements 1 – 16)****

ISSUE AND EFFECTIVE DATE: ****1/13/2021****

CONTRACT NUMBER: 1-18-23-23 A through G

DESCRIPTION: Fleet Vehicles – Vans & SUVs

CONTRACTOR(S): Downtown Ford Sales (1-18-23-23A)
Elk Grove Auto Group (1-18-23-23B)
Freeway Toyota (1-18-23-23C)
Winner Chevrolet (1-18-23-23D)
Wondries Fleet Group (1-18-23-23E)
US Fleet Source (1-18-23-23F)
Selma Nissan/Honda (1-18-23-23G)

CONTRACT TERM: 05/01/2018 through 04/30/2021

STATE CONTRACT ADMINISTRATOR: Eugene Shemereko
916/441-9653

Eugene.Shemereko@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

(<http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd/401.pdf>)

Cal eProcure link: www.caleprocure.ca.gov

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All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
16	<i>Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes:</i> ➤ <i>Attachment A – Contract Pricing:</i> ➤ <i>The following prices have increased:</i> <i>Line Item 1 – RAV4</i> <i>Line Item 1 – CR-V</i> <i>Line Item 2 – Highlander</i> <i>Line Item 2 – Pilot</i> <i>Line Item 2 – Durango</i> <i>Line Item 7 – RAV4</i> <i>Line Item 8 – Highlander</i> <i>Line Item 12 & 14 – Grand Cherokee</i> <i>Line Item 15 & 16 – Sienna</i> <i>Line Item 15 – Odyssey</i> <i>Line Item 20 – NVP</i> <i>Line Item 20 – Transit</i> <i>Line Item 21 – Transit</i> <i>Line Item 22 – NV200</i> <i>Line Item 23 – NV2500</i> <i>Line Item 25 – Transit 150</i> <i>Line Item 26 – NV 2500</i> ➤ <i>The following line items are currently unavailable:</i> <i>Line Item 2 – Atlas</i> <i>Line Item 3 – Armada</i> ➤ <i>The following line items are no longer available:</i> <i>Line Item 7 - Rogue</i>	01/13/2021
15	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: ➤ The following prices have increased: Line Item 1 – Compass Line Item 1 – Forester Line Item 12 – Outback Line Item 15 – Sedona Line Item 15 – Voyager	10/06/2020

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Supplement Number	Description/Articles	Supplement Date
	Line Item 22 – Pro City ➤ The following line items are currently unavailable: Line Item 23 – Pro Master	
14	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: ➤ The following prices have increased: Line Item 3 – Chevy Tahoe Lines Item 4 – Chevy Suburban ➤ The following line items are currently unavailable: Line Item 9 – Mitsubishi Outlander Line 15-16 – Toyota Sienna ➤ The following line items are no longer available: Line Item 15 – Sedona L	07/09/2020
13	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Contract 1-18-23-23H with Leehan of Davis expires April 30, 2020. All pending orders will be fulfilled. Contractor contact is still available for customer service calls. ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Chevy Equinox Lines 20-21 – Chevy Express Line Item 22 – Ford Transit Connect Lines 23-25 – Chevy Express Line Item 28 – Chevy Express ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 18 – Chrysler Pacifica Line Item 19 – Chevy Express Line Item 26 – Ram Promaster 2500	04/22/2020
12	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The The following line items have been added: Line Item 1 – Volkswagen Tiguan Line Item 1 – Honda CR-V Line Item 2 – Volkswagen Atlas Line Item 2 – Honda Pilot	03/19/2020

Contract (Mandatory) 1-18-23-23 A-G
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Supplement Number	Description/Articles	Supplement Date
	Line Item 7 – Ford Escape (Hybrid) Line Item 8 – Ford Explorer (Hybrid) Line Item 15 – Honda Odyssey Line Item 29 – Ford T-Connect ➤ Article 6 - Contract Items – Language added	
11	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 1 – Dodge Journey ➤ Attachment A – Contract Pricing: US Fleet Source contact information updated ➤ Article 8 – Customer Service – Contact information updated ➤ Article 12 – Ordering Procedure – Contact information updated Article 22 – Contract Administration – Contact information updated	01/13/2020
10	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Contract is hereby extended an additional year, to 4/30/2021. ➤ Attachment A – Contract Pricing: The following line items are no longer or currently not available: Line Item 3 – Chevy Tahoe Line Item 15 – Chrysler Pacifica Line Item 17 – Dodge Caravan ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Subaru Forester (AWD) – Effective 10/30/19 Line Item 12 – Subaru Outback (AWD) – Effective 10/30/19 ➤ Attachment A – Contract Pricing: Line Item 15 – Dodge Caravan has been replaced by the Chrysler Voyager. Dodge Caravan is no longer available.	11/8/2019
9	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes:	09/27/2019

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Supplement Number	Description/Articles	Supplement Date
	➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 3 – Expedition (4x4) Line Item 9 – Mitsubishi Outlander PHEV Line Item 15 – Toyota Sienna Line Item 16 – Toyota Sienna (AWD) Line Item 19-21 – Ford Transit Line Item 23 – Ford Transit Line Item 26 – Ford Transit ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 24 & 27 – Ford Transit ➤ Article 8 – Customer Service – Contact information updated ➤ Article 12 – Ordering Procedure – Contact information updated - Article 22 – Contract Administration – Contact information updated	
8	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Ford Escape (4x4) Line Item 1 – Dodge Journey (AWD) Line Item 1 – Jeep Compass (4x4) Line Item 1 – Chevy Equinox Line Item 2 – Chevy Traverse (AWD) Line Item 3 – Chevy Tahoe (4x4) Line Item 4 – Chevy Suburban (4x4) Line Item 14 – Jeep Wrangler (4x4) Line Item 19 – Express 2500 Line Item 20 – Express 2500 Line Item 21 – Express 3500 Line Item 22 – Transit Connect Line Item 22 – Pro Master Line Item 23 – Pro Master 1500 Line Item 24 – Express 2500 Line Item 28 – Express 3500 ➤ Attachment A – Contract Pricing: The following line items are no longer available: Line Item 2 – Santa Fe (AWD) Line Item 5 – Chevy Equinox (AWD) - Diesel	07/11/2019

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Supplement Number	Description/Articles	Supplement Date
7	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 2 – Ford Explorer (AWD)	04/23/2019
6	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – RAV4 (AWD) Line Item 1 – Forester (AWD) Line Item 7 – RAV4 (AWD) Line Item 12 – Outback (AWD)	04/08/2019
5	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 1 – Ford Escape (4x4)	03/07/2019
4	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Contract Administration: Contract Administrator changed to Eugene Shemereko Article 6 – Contract items – Document Processing Charge: Processing charge increased to \$85	02/21/2019
3	Subject contract for Fleet Vehicles – Vans & SUVs is hereby modified to reflect the following changes: ➤ Cover Page, Article 22 – Contract Administration: Contract Administrator changed to Darren Furgerson ➤ Article 8 – Customer Service: U.S. Fleet Source contact information updated. ➤ Article 12 – Ordering Procedure: U.S. FleetSource contact information updated. ➤ Article 22 – Contract Administration: U.S. Fleet Source contact information updated. ➤ Attachment A – Contract Pricing: The following prices have increased: Line Item 15 – Toyota Sienna Line Item 16 – Toyota Sienna AWD Line Item 22 – Nissan NV200	11/01/2018

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Supplement Number	Description/Articles	Supplement Date
2	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified as follows: Price increase to line Items: 2, 3, 7, 20, 21, and 25	08/01/2018
1	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified as follows: ➤ Line Item 27, Nissan NV Cargo 3500 – No longer available. ➤ Price Increases on Chevrolet SUVs: Line Items: 1-5 ➤ Price Increases on Chevrolet Vans: Line Items: 19-21, 23-25, and 28 ➤ Section 6, Contract Terms: Price Increase language has been added.	05/18/2018
N/A	Original Contract Posted	05/01/2018

All other terms and conditions remain the same.

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33. ATTACHMENTS 25

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1. SCOPE

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-23-23 A – G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Vans & SUVs to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

As a continuing effort to make available new zero emission, plug-in hybrid electric, and hybrid vehicles, the State will periodically make additional awards to the current Fleet Vehicles – Vans & SUVs contract. New vehicles will be added by Supplement and will be administered under the terms and conditions of Contract 1-18-23-23 A – G. If necessary, additional contract numbers will be added.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

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- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation”, per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
 - Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

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5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Vehicle Information Questionnaires provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire, Attachment D, for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

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Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$85 per vehicle purchased.

A dealer may charge the purchaser an electronic filing fee, which does not exceed the actual amount the dealer is charged by a first-line service provider. The electronic filing fee shall not exceed \$30 per vehicle purchased.

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7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 11/7/2018 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-18-23-23A	Sandra Scott	(916) 442-6931	Sandra.scott@dtfords.com
Elk Grove Auto Group	1-18-23-23B	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Freeway Toyota	1-18-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-18-23-23D	Jerry Powers Dwane Galatti	(916) 426-5752 (916) 429-4702	jpowers@lasherauto.com dwanefleet@hotmail.com
Wondries Fleet Group	1-18-23-23E	Yesenia Covarrubias Clarke Cooper	(626) 457-5590	yesenia@wondries.com clarkecooper@wondries.com
US Fleet Source	1-18-23-23F	Debby Molino	(626) 216-7002	info@usfleetsource.com
Selma Nissan/Honda	1-18-23-23G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Leehan of Davis, Inc., dba Hanlees	1-18-23-23H	Dan Heil	(530) 746-5250	dan.heil@hanlees.net

Contract (Mandatory) 1-18-23-23 A-G
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Dealer	Contract #	Contact	Phone	Email
Chrysler Dodge Jeep Ram Kia				

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site:
<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

Contract (Mandatory) 1-18-23-23 A-G
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2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

A. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

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ORDER PLACEMENT INFORMATION			
Contract # 1-18-23-23A	U.S. Mail: Downtown Ford Sales 525 N.16 th Street Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: Sandra.scott@dtfords.com
Contract # 1-18-23-23B	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-18-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-18-23-23E	U.S. Mail: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@wondries.com clarkecooper@wondries.com
Contract # 1-18-23-23F	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-18-23-23G	U.S. Mail: Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

Contract (Mandatory) 1-18-23-23 A-G
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13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 16***

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

Contract (Mandatory) 1-18-23-23 A-G
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- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer’s place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer’s place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Vehicles shall be delivered from the factory to the dealer’s place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving

Contract (Mandatory) 1-18-23-23 A-G
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a purchase order without specific transportation instructions must contact the ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, section 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Eugene Shemereko
Telephone:	(916) 441-9653
Facsimile:	(916) 375-4613
Email:	Eugene.Shemereko@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	Downtown Ford Sales Contract # 1-18-23-23A	Elk Grove Auto Group Contract # 1-18-23-23B
Contact Name:	Sandra Scott	Jerry Powers
Telephone:	(916) 442-6931	(916) 426-5752
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	Sandra.scott@dtfords.com	jpowers@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757

Contract (Mandatory) 1-18-23-23 A-G
Contract User Instructions, ***Supplement 16***

Dealer Contact Information	Freeway Toyota Contract # 1-18-23-23C	Winner Chevrolet Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	Wondries Fleet Group Contract # 1-18-23-23E	US Fleet Source Contract # 1-18-23-13F
Contact Name:	Clarke Cooper	Debby Molino
Telephone:	(626) 457-5590	(626) 316-7002
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	clarkecooper@wondries.com	info@usfleetsource.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	Selma Nissan/Honda Contract # 1-18-23-23G
Contact Name:	Pat Ireland
Telephone:	(559) 707-5735
Facsimile:	(559) 961-4601
Email:	patireland1962@yahoo.com
Address:	Selma Nissan/Honda 2525 Highland Ave. Selma, CA 93662

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

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Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-18-23-23 A - H include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-18-23-23F offers no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily

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delayed. State departments may contact the contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Selma Nissan/Honda	22-844821
US Fleet Source	103097044

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing

8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

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All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS CA and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly

Contract (Mandatory) 1-18-23-23 A-G
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scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program>

33. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-4181, revised 11/7/17
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Information Questionnaire

Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive
Elk Grove, CA 95757
916-426-5752

To:
Jimmie Smith
City of Compton
205 S Willowbrook Ave
Compton, CA 90220
(310) 605-5553

DATE March 8, 2021
Quotation # 21668

Prepared by: Jerry Powers

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-18-23-23D

Description	AMOUNT
Line 9 RAM	\$ 18,992.00
Options (Refer to Window Sticker):	\$ 1,330.00
8' Bed	\$ 400.00
S&K Upfit per attached spec	\$ 5,382.00
City Logo and Department Striping	\$ 445.00
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
(Order Acknowledgment Signature) (Date)	Subtotal \$ 26,549.00
	DOC Fee \$ 85.00
	Taxable Subtotal: \$ 26,634.00
	Tax Rate(Subject to change): 10.250% \$ 2,729.99
	Tire Fee: \$8.75
CA Tire Fee: \$1.75 / Per Tire	Delivery Charge: \$ 650.00
	Total: \$ 30,022.74

If you have any questions concerning this quotation, contact Jerry Powers at 916-426-5752 or email at JPowers@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

S&K Dealer Supply

10490 East Stockton Blvd. Suite 200
Elk Grove, CA 95624
(916) 714-4422

DATE
3/2/2021

NAME / ADDRESS
Fleet Elite-Lasher Auto Group 7220 Fawn Way Sacramento, CA 95823

ITEM	DESCRIPTION	QTY		
IW2AAAA	Whelen 54" Linberty II Solo LED Light Bar	1		
Misc	" Liberty II 2021 RAM strap kit (included)	1		
WCC92	Whelen light Bar Controller	1		
Installation	Whelen light bar wiring & installation (4)	1		
Push Bumper	PK0534DRT191500 Setina Push Bumper PB400 Series	1		
Shipping/Handling	Push Bumper Shipping/Handling	1		
Installation	Push Bumper Installation (2.5)	1		
127-5-02	Weatherguard Tool Box, 18.5"H, 19.75"W, 71.5L, black	1		
Installation	Tool Box Installation (.25)	1		
	Vehicle: 2021 RAM 1500 Crew/Quad LB VIN: TBD Stock#: TBD Entity: City of Compton Agent: Jerry Powers			
Thank you				



Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box





Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 13068. Data Updated: Feb 14, 2021 10:49:00 PM PST.



Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Winner Chevrolet / Elk Grove Auto Group

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.**TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. *****IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Prepared By:

Jerry Powers
Winner Chevrolet / Elk Grove Auto Group
916-426-5752
JPowers@LasherAuto.com

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Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box

MSRP:\$28,700.00

Interior:Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT

Transmission: 8-Speed Automatic (850RE)

OPTIONS

CODE	MODEL	MSRP
DS1L62	[Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box	\$28,700.00
OPTIONS		
29B	Quick Order Package 29B Tradesman	\$0.00
AJH	Power & Remote Entry Group	\$735.00
DFT	Transmission: 8-Speed Automatic (850RE)	\$0.00
DMC	3.21 Rear Axle Ratio	\$0.00
ERB	Engine: 3.6L V6 24V VVT	\$0.00
MDA	Front License Plate Bracket	\$0.00
PW7	Bright White Clearcoat	\$0.00
TTM	Tires: P265/70R17 BSW AS	\$0.00
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	\$0.00
WFP	Wheels: 17" x 7" Steel	\$0.00
XMF	MOPAR Spray In Bedliner	\$595.00

SUBTOTAL	\$30,030.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$31,725.00

FUEL ECONOMY

Est City:17 MPG

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Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box ( Complete)

Est Highway:25 MPG

Est Highway Cruising Range:800.00 mi

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Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.21 Rear Axle Ratio (STD)
GVWR: 6,600 lbs
50 State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery
160 Amp Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1910# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
Single Stainless Steel Exhaust
32 Gal. Fuel Tank
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7" Steel (STD)
Tires: P265/70R17 BSW AS (STD)
Regular Box Style
Center Hub
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

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Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Exterior

Black Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Active Grille Shutters

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Fully Automatic Aero-Composite Halogen Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Tip Start

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control

Radio: Uconnect 3 w/5" Display

6 Speakers

Streaming Audio

Fixed Antenna

1 LCD Monitor In The Front

Interior

4-Way Driver Seat

4-Way Passenger Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Compass

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Interior

Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Glove Box
Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents
Heavy Duty Vinyl 40/20/40 Split Bench Seat
Day-Night Rearview Mirror
Mini Overhead Console and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Rotary Shifter-Black
Electronic Shift
Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins
Delayed Accessory Power
Manual 1st Row Windows
Systems Monitor
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Seats w/Vinyl Back Material
Manual Adjust Seats
40/20/40 Split Bench Seat
Front Armrest w/3 Cupholders
Sentry Key Engine Immobilizer
2 12V DC Power Outlets

Safety-Mechanical

Electronic Stability Control (ESC)

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	DFT
Trans Type	8	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	3.14	Third Gear Ratio (:1)	2.11
Fourth Gear Ratio (:1)	1.67	Fifth Gear Ratio (:1)	1.28
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.29
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.84
Eighth Gear Ratio (:1)	0.67		

Mileage

EPA Fuel Economy Est - Hwy	25 MPG	Cruising Range - City	544.00 mi
EPA Fuel Economy Est - City	17 MPG	Fuel Economy Est-Combined	20 MPG
Cruising Range - Hwy	800.00 mi		

Engine

Engine Order Code	ERB	Engine Type	Regular Unleaded V-6
Displacement	3.6 L/220	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	305 @ 6400	SAE Net Torque @ RPM	269 @ 4175
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	730
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	160

Cooling System

Total Cooling System Capacity	N/A
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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Powertrain

Cooling System

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.8	EPA Greenhouse Gas Score	N/A
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	3900 lbs	Curb Weight - Front	2652 lbs
Curb Weight - Rear	2041 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1048.00 lbs
Reserve Axle Capacity - Rear	1859.00 lbs	As Spec'd Curb Weight	4693.00 lbs
As Spec'd Payload	1907.00 lbs	Maximum Payload Capacity	1907.00 lbs
Gross Combined Wt Rating	9850 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4693.00 lbs	Reserve Axle Capacity	2907.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6600.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	4720 lbs	Dead Weight Hitch - Max Tongue Wt.	472 lbs
Wt Distributing Hitch - Max Trailer Wt.	4720 lbs	Wt Distributing Hitch - Max Tongue Wt.	472 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	4720 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Chassis

Suspension

Suspension Type - Front	Short And Long Arm	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	3700 lbs	Axle Capacity - Rear	3900 lbs
Axle Ratio (:1) - Front	3.21	Axle Ratio (:1) - Rear	3.21
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TTM	Rear Tire Order Code	TTM
Spare Tire Order Code	N/A	Front Tire Size	P265/70R17
Rear Tire Size	P265/70R17	Spare Tire Size	Full-Size
Front Tire Capacity	4608 lbs	Rear Tire Capacity	4608 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	656
Revolutions/Mile @ 45 mph - Rear	656	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7 in	Rear Wheel Size	17 X 7 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Styled Steel
Rear Wheel Material	Styled Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	45.1 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.2 in

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box ( Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13.8 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	32 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	39.9 in
Front Leg Room	41 in	Front Shoulder Room	66 in
Front Hip Room	62.9 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	140 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231 in
Width, Max w/o mirrors	79.4 in	Height, Overall	74.4 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	50.4 in
Front Bumper to Back of Cab	N/A	Cab to Axle	56.9 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	34.6 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.7 in	Ground Clearance, Rear	8.7 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.3 in	Cargo Box Width @ Top, Rear	66.4 in
Cargo Box Width @ Floor	66.4 in	Cargo Box Width @ Wheelhousings	51 in
Cargo Box (Area) Height	20.2 in	Tailgate Width	60.4 in

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS1L62) Tradesman 4x2 Reg Cab 8' Box (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume	74.7 ft³	Ext'd Cab Cargo Volume	N/A
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FREEWAY TOYOTA



1835 Glendale Ave
Hanford, CA. 93230

City of Compton
205 S Willowbrook Ave
Compton, CA. 90220
Attn: Jimmie Smith

2/25/2021

As per your request for CA State Contract #1-18-23-10C Line Item #18

2021 Toyota Prius (1221)	\$23195.00
DMV Doc Fee	\$85.00
10.25% Sacramento County Sales Tax	\$2386.20
5 Year/100,000 mile Toyota Platinum Extra Care	\$1130.00
CA Tire Tax	\$7.00
Delivery to Compton	\$300.00
Total	<u>\$27,103.20 @ 7 = \$189,721.00</u>

Protect against future mechanical or electrical issue's with Toyota Platinum Extra Care \$0 Deductible

5 Years / 100,000 Miles \$1130.00

6 Years / 100,000 Miles \$1350.00

7 Years / 125,000 Miles \$1745.00

Thank you for the opportunity to earn your business.

Patrick G Ireland
Government Fleet Manager

8575 Laguna Grove Drive
Elk Grove, CA 95757
916-426-5752

DATE March 8, 2021
Quotation # 21667

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-18-23-23D

If you have any questions concerning this quotation, contact Jerry Powers at 916-426-5752 or email at JPowers@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!



Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS





Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.**TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. *****IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Prepared By:

Jerry Powers
Winner Chevrolet / Elk Grove Auto Group
916-426-5752
JPowers@LasherAuto.com

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Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS

MSRP:\$26,300.00

Interior:Medium Ash Gray, Premium cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT

Transmission, 6-speed automatic, electronically-controlled with overdrive

OPTIONS

CODE	MODEL	MSRP
1XP26	[Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS	\$26,300.00
OPTIONS		
1LS	LS Preferred Equipment Group	\$0.00
5CX	Tires, P225/65R17 all-season blackwall	\$0.00
AR9	Seats, front bucket	\$0.00
FJM	Axle, 3.50 final drive ratio	\$0.00
GAZ	Summit White	\$0.00
H72	Medium Ash Gray, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.	\$0.00
LYX	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive	\$0.00
PDH	LPO, Interior Protection Package	\$220.00
R9Y	Fleet Free Maintenance Credit.	
RSB	Wheels, 17" (43.2 cm) aluminum	\$0.00
VAV	LPO, All-weather floor mats	Inc.
VK3	License plate front mounting package	
VLI	LPO, Cargo mat	Inc.
VQ2	Fleet processing option	\$0.00
YF5	Emissions, California state requirements	\$0.00

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Vehicle: [Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

SUBTOTAL	\$26,526.25
Adjustments Total	\$0.00
Destination Charge	\$1,195.00
TOTAL PRICE	\$27,721.25

FUEL ECONOMY

Est City:26 MPG
Est Highway:31 MPG
Est Highway Cruising Range:461.90 mi

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Vehicle: [Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (170 hp [127.0 kW] @ 5600 rpm, 203 lb-ft of torque [275.0 N-m] @ 2000 - 4000 rpm) (STD)

Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)

GVWR, 4464 lbs. (2025 kg) (FWD only.)

Axle, 3.50 final drive ratio (FWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

Driver Shift Controls

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear

Brake, electronic parking

Brake lining, high-performance, noise and dust performance

Exhaust, single outlet

Mechanical jack with tools

Exterior

Wheels, 17" (43.2 cm) aluminum (STD)

Tires, P225/65R17 all-season blackwall (FWD only.) (STD)

Wheel, spare, 16" (40.6 cm) steel

Tire, compact spare, T135/70R16 blackwall

Trim, Black lower window

Active Aero Shutters

Headlamps, halogen composite

Headlamp control, automatic on and off with automatic delay

Headlamp control, IntelliBeam auto high beam

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Vehicle: [Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Exterior

Glass, acoustic, laminated windshield

Glass, solar absorbing, light

Mirror caps, Black

Mirrors, outside heated power-adjustable, manual-folding

Liftgate, rear manual

Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Noise control system, active noise cancellation

SiriusXM Radio delete

Antenna, roof-mounted (Black.)

Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/learn to find out which phones are compatible with the vehicle.)

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seat adjuster, driver 4-way manual, fore/aft, up/down

Seat adjuster, front passenger 4-way manual

Seat, rear split-folding with center armrest

Head restraints, 2-way adjustable (up/down), front

Floor mats, carpeted front

Floor mats, carpeted rear

Steering wheel, 3-spoke, deluxe

Steering column, tilt and telescoping

Steering wheel controls, audio, phone interface and driver information center controls

Speedometer, miles/kilometers

Display, driver instrument information enhanced, monochromatic

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Vehicle: [Fleet] 2021 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Interior

Window, power with driver Express-Up and Down

Window, power with front passenger Express-Down

Windows, power, rear with Express-Down

Door locks, power with lock-out protection

Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature

Keyless Start, push-button

Cruise control, electronic with set and resume speed

Theft-deterrent system, unauthorized entry

Remote panic alarm

USB ports, 2, with auxiliary input jack, located in front center stack storage area

USB charging-only ports, 2, located in the rear of the floor console

Air conditioning, semi-automatic, single-zone

Defogger, rear-window electric

Power outlet, front auxiliary, 12-volt

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, covered

Assist handle, driver

Assist handle, front passenger

Assist handles, rear outboard

Map pocket, driver seatback

Map pocket, front passenger seatback

Shift lever, chrome-trimmed

Power outlet, cargo area auxiliary, 12-volt

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

StabiliTrak, stability control system with Traction Control

Daytime Running Lamps, separate cavity, LED

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Safety-Interior

Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Forward Collision Alert

Following Distance Indicator

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Rear Seat Reminder

Door locks, rear child security, manual

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)

Horn, dual-note

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MNH
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.584
Second Gear Ratio (:1)	2.964	Third Gear Ratio (:1)	1.912
Fourth Gear Ratio (:1)	1.446	Fifth Gear Ratio (:1)	1.00
Sixth Gear Ratio (:1)	0.746	Reverse Ratio (:1)	2.94
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.50
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A

Mileage

EPA Fuel Economy Est - Hwy	31 MPG	Cruising Range - City	387.40 mi
EPA Fuel Economy Est - City	26 MPG	Fuel Economy Est-Combined	28 MPG
Cruising Range - Hwy	461.90 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	EPA MPG Equivalent - Combined	N/A

Engine

Engine Order Code	LYX	Engine Type	Turbocharged Gas I4
Displacement	1.5L/92	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	170 @ 5600	SAE Net Torque @ RPM	203 @ 2000-4000

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A
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Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	6.3	EPA Greenhouse Gas Score	N/A
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Vehicle

Vehicle

EPA Classification	2WD Sport Utility Vehicle
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Chassis

Weight Information

Base Curb Weight	3274 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	1500 lbs	Dead Weight Hitch - Max Tongue Wt.	150 lbs
Wt Distributing Hitch - Max Trailer Wt.	1500 lbs	Wt Distributing Hitch - Max Tongue Wt.	150 lbs
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	Four-Link
Suspension Type - Front (Cont.)	w/Coil Springs	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	5CX	Rear Tire Order Code	5CX
Spare Tire Order Code	RJA	Front Tire Size	P225/65R17
Rear Tire Size	P225/65R17	Spare Tire Size	T135/70R16

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	16 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
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Chassis

Steering

Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	37.4 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	11.8 x -TBD- in
Rear Brake Rotor Diam x Thickness	11.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	14.9 gal	Aux Fuel Tank Capacity, Approx	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	103.5 ft³
Front Head Room	40 in	Front Leg Room	40.9 in
Front Shoulder Room	57.2 in	Front Hip Room	54.2 in
Second Head Room	38.5 in	Second Leg Room	39.9 in
Second Shoulder Room	55.5 in	Second Hip Room	51.7 in

Exterior Dimensions

Wheelbase	107.3 in	Length, Overall	183.1 in
Width, Max w/o mirrors	72.6 in	Height, Overall	65.4 in
Track Width, Front	62.2 in	Track Width, Rear	62.2 in
Min Ground Clearance	7.6 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A

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Dimensions

Cargo Area Dimensions

Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	63.9 ft ³	Cargo Volume to Seat 2	29.9 ft ³
Cargo Volume to Seat 3	N/A		

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