

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.18
(ID # 10964)

MEETING DATE:

Tuesday, October 8, 2019

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: ENVIRONMENTAL HEALTH: Ratify the Vector Control Services Agreement No.12-027, between Metropolitan Water District of Southern California (MWD) and the County of Riverside through the Department of Environmental Health for a Term of One Year with option for one additional year. Districts 1 and 3. [\$5,100 Total Cost - 100% Reimbursement from MWD]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the No. 12-027 Agreement with the Metropolitan Water District of Southern California (MWD) and the County of Riverside through the Department of Environmental Health (COUNTY) for the period of (1) one year for Vector Control Services; and
2. Authorize the Chairperson of the Board to sign (4) originals of the attached Agreement on behalf of the County.

ACTION:Policy

Keith Jones

Keith Jones, Director Environmental Health 9/25/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel and Hewitt
Nays: None
Absent: Washington and Perez
Date: October 8, 2019
xc: Environmental Health

Kecia R. Harper
Clerk of the Board
By *Kecia R. Harper*
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 4,675	\$ 425	\$ 5,100	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: 100% reimbursed by MWD			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since 2005, the county has been providing Vector Control Services in the area of Winchester for the Metropolitan Water District of Southern California (MWD), which operates Diamond Valley Lake. MWD also controls properties surrounding Lake Matthews. These properties have been identified as a potential breeding source of one of the mosquito species (*Culex tarsalis*) that can transmit West Nile Virus (WNV). The MWD has asked the Department of Environmental Health (DEH) to monitor and treat these areas to reduce the mosquito breeding. The attached agreement would allow DEH to perform services and would provide full reimbursement for staff time and additional costs not to exceed \$5,100 over the term of the contract. This agreement has an effective date of September 1, 2019.

Impact on Residents and Businesses

The Department of Environmental Health is responsible for vector control services in this area of the county. These services will help prevent West Nile Virus and other related diseases.

Additional Fiscal Information

DEH currently has an agreement effective through August 31, 2019 with MWD which the services provided by DEH are billable and paid by MWD. The new agreement is effective through August 31, 2020. The total cost for services is \$5,100. MWD will fully reimburse DEH.

Contract History and Price Reasonableness

Vector control services have been provided to MWD continually since the original contract in 2005. The hours are billed at the current hourly rate at the time of service. Services are 100% funded by MWD. This agreement will have no impact on net county cost.

Attachment

- Agreement 182617-01

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Jason Farin, Senior Management Analyst 10/2/2019



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 BOX 54153, LOS ANGELES, CA 90054-0153

SUPPLIER

13753
 COUNTY OF RIVERSIDE
 800 S. SANDERSON AVE.
 SUITE 200
 HEMET, CA 92545
 Attn:
 Phone: 951-766-9454

BILL TO

P. O. BOX 54153
 LOS ANGELES, CA 90054-0153
 United States

Purchase Order

PURCHASE ORDER NO		REVISION		PAGE	
182617-01		0		1	
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER					
DATE OF ORDER		BUYER			
18-SEP-2019		Nety Watson			
REVISION DATE		PHONE			
		213-2175688			
PAYMENT TERMS		FREIGHT TERMS			
N301		FOB			
F.O.B.		SHIP VIA			
DS					
DUPLICATE INVOICES REQUIRED. All invoices to be mailed to: Attention: Account Payables, P.O. Box 54153, Los Angeles, CA 90054					

NOTES TO SUPPLIER

GO GREEN!

Submit your invoices electronically and save paper and postage costs.
 Electronic invoices must be submitted in WORD OR PDF format.
 Submit electronic invoices to AccountsPayableBusiness@mwdh2o.com

If you are unable to submit invoices electronically, mail invoices to:
 Attention: Accounts Payables, PO Box 54153, Los Angeles, CA 90054

I. Recitals

This Agreement is between Metropolitan Water District of Southern California, hereinafter "Metropolitan" and Riverside County Community Health Agency / Department of Environmental Health, hereinafter "County" collectively, the "Parties" or "Contractor".

The terms "Agreement", "Contract" and "Purchase Order" are synonymous and may be used interchangeably.

II. Contract Terms

This Agreement authorizes Contractor to provide Vector Control Services that include mosquito surveillance, mosquito control advice and assistance, community awareness and abatement projects, complaint response, public presentations, consultations and public education with flyers and booklets at recreation lakes "as-needed" basis for Diamond Valley Lake and Cajalco Creek Detention Basin, including Metropolitan General Conditions, attached hereto.

Exhibit A - Agreement Between Metropolitan Water District of Southern California and County of Riverside for Vector Control Services Provided Through The Department of Environmental Health.

This Agreement 182617-01 shall commence on September 1, 2019 and terminate on August 31, 2020. Thereafter, this Agreement may continue for a succeeding term of 12 months, until August 31, 2021, unless sooner terminated by either party.

All provisions and conditions set forth in the specifications shall remain in effect for the duration of the contract period.

This Agreement may be terminated at any time for the convenience of the Metropolitan Water District of Southern California with a 10-day written notice.

III. Scope of Services



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 BOX 54153, LOS ANGELES, CA 90054-0153

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Contractor shall provide all labor, material, supplies and equipment to monitor and control the mosquito population at the various location identified below. This service specifically coordinates with the Vector Control Services provided through the Community Health Agency, Department of Environmental Health.

Labor to apply materials and check CO2 traps: \$186.00 per hour.

Service Locations:

1. Diamond Valley Lake - 33752 Newport Blvd., Winchester, CA 92596
2. Cajalco Creek Detention Basin, Riverside, CA

Contractor services shall generally be scheduled Monday through Thursday between the hours of 6:30 a.m. and 4:30 p.m., unless previously arranged and approved by the Agreement Administrator or (in an emergency) other Metropolitan management designee.

Any work outside of the scope of this Agreement shall be authorized in advance by the Agreement Administrator.

IV. Reporting

Copies of the treatment / application use report shall be submitted to the Agreement Administrator following each application and an additional copy shall be sent to the Metropolitan Pest Control Advisor, as a condition of payment. Contact information shall be provided by Agreement Administrator.

V. Spills

In the event of a pesticide spill or contamination, Contractor must have an Emergency Plan. Contractor shall provide their Emergency Plan to the Agreement Administrator prior to commencing work. The Emergency Plan shall also be kept current throughout the contract period.

In the event of a pesticide spill or contamination the Contractor will immediately notify both the Agreement Administrator, Jesus Molina, Jr. at (951) 776-2616, and Metropolitan's local Environmental Coordinator Jeff Bustamante at (951) 926-5879. Failure to make the appropriate notification will be grounds for termination of the contract.

The Contractor and the transporting vehicle operator shall be responsible for cleanup of all spillage, contaminated matter and the removal of all contaminated cleanup materials.

The Contractor will be notified of any spillage and shall be notified of any spillage that is not cleaned up by the vehicle driver.



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Any spillage not cleaned up within 4 hours of notification will be cleaned up by Metropolitan-Approved Hazardous Material Clean-Up Contractor at a minimum of \$150.00 per hour and shall be billed to the Contractor.

Clean up, disposal and decontamination shall be in accordance with all Federal, State, and Local laws, rules, and regulations.

VI. Supervision and Inspection

It shall be the duty of the Contractor to maintain a regular and systematic inspection program by supervisory personnel for all services provided. At least one working Supervisor shall be on the job at all times when any work is in progress.

The Agreement Administrator shall have the right to oversee all aspects of work required of the Contractor. Work that fails to conform to specifications shall be corrected at the next regular work shift following written or telephone notice, at no additional cost to the District. This must be completed by personnel supplied by the Contractor at the request of the Agreement Administrator or his designee.

VII. Uniforms and Identification

Uniforms: Contractor shall provide appropriate work uniforms for all personnel. Uniforms must be worn at all times while performing work at Metropolitan Facilities. Uniforms shall be all the same color. The name of the company must appear on the uniform.

Identification Badges: The Contractor shall be responsible and ensure that all staff working for or representing the Contractor, including Subcontractors, will be issued and possess an identification name badge displaying the employee's name, employee number, the company's name, company logo and a current photograph of the employee. The reverse side of the badge should have a facsimile of the site supervisor's business card, so contact can be made in an emergency situation and employee's assignment to the site verified. The identification badge shall be displayed on the front of the employee's uniform at all times. The Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave Metropolitan's property with no recourse toward compensation for time or material lost on the contract, to the Contractor or to the Contractor's employee. It is expressly understood that the Contractor is responsible to ensure that all of its employees possess and carry valid photo-identification at all times on Metropolitan property.

VIII. Access to Metropolitan Premises

Due to security and safety concerns, Contractor shall verify that all persons employed or engaged by it or its subcontractors to work without escort on Metropolitan's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to Metropolitan's satisfaction that the individual does not pose a security risk; and have been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Contractor shall verify that all persons employed or engaged by Contractor or its subcontractors who drive or operate machinery requiring specialized permits or licenses on Metropolitan's premises have a valid license to do so. Contractor shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon Metropolitan's request, provide copies of all such records.



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
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For each person scheduled for work on Metropolitan's premises, Contractor shall submit to Metropolitan the name and written verification of the above requirements at least 10 work days prior to the first proposed work start date on Metropolitan's premises. Metropolitan shall provide Contractor, and Contractor shall provide to its and its subcontractors' employees an identification (ID) badge on or prior to the proposed start date. Contractor and subcontractor personnel shall wear the ID badge as directed by Metropolitan at all times when on Metropolitan's premises.

Upon Metropolitan's notice, Contractor shall discharge from Metropolitan's premises any Contractor or subcontractor employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of Metropolitan is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

IX. Point of Contacts

All work shall be coordinated, authorized and accepted by Metropolitan's Agreement Administrator, Jesus Molina (909)437-6554 or Marc Snider (951)201-6570. The Agreement Administrator shall authorize payment for all approved services rendered and shall monitor expenditures.

County of Riverside, Program Chief, Dottie Ellis-Merki (951) 358-5172 or dellisme@rivco.org shall be the point-of-contact for all service related activities.

Metropolitan's Buyer, Nery Watson, (213) 217-5688 shall be responsible for all contractual issues.

Other contract questions or problem resolution can be directed to Metropolitan's Purchase Coordinator, Amber Perrault (951) 926-7027 or aperrault@mw dh2o.com.

X. Insurance

Contractor shall maintain insurance adequate to protect him from claims under Workers' Compensation Act and from claims for damages for personal injury, including death and damage to property, which may arise from operations under this Agreement. The Contractor may be required to file with the Metropolitan, certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the Contractor.

Insurance limits must be no less than:

a. Commercial General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

b. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.



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c. Workers' Compensation - In accordance with the Statutory Requirements of the State of California. The General and Auto Liability Insurance policies are to contain or be endorsed to contain Metropolitan as additional insured; The Workers' Compensation policy to be endorsed to include a waiver of subrogation. Insurance shall be issued by an insurance organization holding a certificate of authority from the Insurance Commissioner of the State of California admitting it to transact business in the State of California for the applicable class of insurance, as required by Section 700 of the California Insurance Code.

XI. Invoicing and Payment

Contractor shall submit invoices referencing Agreement No. 182617-01 for payment to:

Metropolitan Water District of Southern California
 Attn: Accounts Payable
 P.O. Box 54153
 Los Angeles, CA 90054-0153

In addition, email a copy of the invoice to: erubusinessoffice@mwadh2o.com


XII. Total Cost

The total value of this Agreement, if not otherwise amended, shall not exceed \$5,100.00, inclusive of all applicable fees.

NOTE: THE PRICE STATED ON THE PURCHASE ORDER IS THE PRICE WHICH WILL BE PAID BY THE METROPOLITAN
 NOTE: ALL MATERIAL, IF APPLICABLE, MUST MEET CAL-OSHA REQUIREMENTS AND S.C.A.Q.M.D. RULES AND REGULATIONS
 NOTES: THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CARTONS, AND CORRESPONDENCE RELATED TO THIS ORDER

Total: **\$5,100.00**

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 CHIEF EXECUTIVE OFFICER

By 
 Kevin Jeffries, Chairman
 Riverside County Board of Supervisors

PER



MANAGER, CONTRACTING SERVICES

FORM APPROVED COUNTY COUNSEL

BY:  DATE 9/26/15

ATTEST:
 KECIA R. HARPER, Clerk
 DEPUTY

OCT 08 2019 3:18



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 BOX 54153, LOS ANGELES, CA 90054-0153

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MWD GENERAL CONDITIONS

- I. General
 Contractor shall provide all material, labor, equipment, goods, and services in accordance with this contract and as necessary to accomplish the results indicated or implied in the contract (the "work"). Acceptability of the work shall be to the satisfaction of Metropolitan.
2. Business Outreach
 It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities and economically disadvantaged enterprises. In performing services under this Agreement, Contractor shall endeavor to further this policy wherever practicable and, if specified, agrees to utilize the services of Small Business Enterprises at the participation level(s) so specified.
3. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA
 Metropolitan is an equal opportunity employer and a federal contractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Contractor agrees to submit to Metropolitan evidence of compliance with this paragraph, as applicable, within 30 days of a request.
4. Shipping, Inspection and Acceptance
 - a. No charge for packing or drayage will be allowed unless specified. Materials must be packed and shipped in conformity with tariff or classifications so as to secure lowest possible freight rates. All materials furnished under this agreement will be subject to test and inspection and if rejected will be held subject to order or shipper, with accrued charges. Until delivery and acceptance, and after any rejection, risk of loss or damage to items is upon the Contractor.
 - b. Inspection and acceptance will be at the destination unless specified otherwise and will be made by Metropolitan personnel shown in the shipping address or other duly authorized representative of Metropolitan. Metropolitan has no obligation to accept damaged shipments, over-shipments, goods shipped in error, or other non-conformity, and reserves the right to return at the Contractor's expense non-conforming items even though the non-conformity was not discovered until after receipt.
5. Warranty
 Contractor guarantees and warrants that the work shall be provided in accordance with generally accepted industry standards, practices, and principles applicable; be of merchantable quality; be fit for Metropolitan's particular needs and purposes; and not infringe any patent, trademark, copyright, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities; be liable for all direct, indirect, consequential, and other damages suffered by Metropolitan or other persons; and defend and indemnify Metropolitan from any claim asserted by any person resulting in whole or in part from such breach.

Unless otherwise specified, goods shall be warranted by their manufacturer for a minimum period of 12 months after acceptance by Metropolitan, except automotive equipment shall be not less than the earlier of 12 months or 12,000 miles, and refrigeration compressors shall be 48 months.
6. Contractor Invoice and Metropolitan Payment
 - a. Billing Instructions
 Unless otherwise specified, all invoices shall be billed to: The Metropolitan Water District of Southern California, Accounts Payable Section, P.O. Box 54153, Los Angeles, California 90054-0153. Each invoice shall indicate Contractor's name and mailing address, Metropolitan's agreement and/or Purchase Order number, and the beginning and ending billing dates.
 - b. Payment
 Unless a specific term discount is offered, Metropolitan will make payment within 30 calendar days after receipt of invoice by Metropolitan. Where the Contractor offers a payment discount, Metropolitan will take this into consideration when making payment. Metropolitan may, at its option, verify the correctness of the invoice.
 - c. Right to Withhold Payment
 Metropolitan may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect Metropolitan from loss as a result of:
 - i. Defective work not remedied in accordance with provisions of the Contract Documents.
 - ii. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens.
 - iii. Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 BOX 54153, LOS ANGELES, CA 90054-0153

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MWD GENERAL CONDITIONS

- iv. Damage to other work or property
- v. Failure of the Contractor to maintain all records as required; to submit progress schedules, weekly payroll records and any other such items as may be required by these specifications.
- 7. Use of Materials
 - a. Metropolitan will make available to Contractor such materials from its files as may be required by Contractor to perform services under this contract. Such materials shall remain the property of Metropolitan while in Contractor's possession. Upon termination of this contract and payment of outstanding invoices of Contractor, or completion of work under this contract, Contractor shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performing the services under this contract.
- b. Metropolitan may utilize any material prepared or utilize work performed by Contractor pursuant to this contract, including computer software, in any manner which Metropolitan deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.
- 8. Insurance
 - a. The Contractor shall maintain general liability, auto liability and workers' compensation insurance adequate to protect against claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under this contract. If specified or requested, the contractor shall file with Metropolitan certificates of such insurance. Failure to furnish such evidence, if required, may be considered default by the Contractor.
- 9. Permits and Licenses
 - a. The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- 10. Termination For Convenience
 - a. Metropolitan may terminate this contract for convenience by providing written notice to the Contractor not less than 10 days prior to an effective termination date. Metropolitan's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. Metropolitan shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- 11. Default
 - a. In case of default by the Contractor in any of the conditions of this agreement, the Contractor agrees that, in addition to other legal remedies, Metropolitan may procure the articles or services from other sources and may deduct from any unpaid balance due the contractor, or may collect from the surety or any bond, amounts paid by Metropolitan to such other sources, together with Metropolitan's legal and administrative expenses, to the extent Metropolitan's total cost exceeds the contract price hereunder.
- 12. Emergency/Declared Disaster
 - a. In the event of an emergency or if a Metropolitan facility is declared a disaster area by the county, state, or federal government, this contract may be subjected to unusual usage. The Contractor shall furnish the work during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The specified pricing shall apply regardless of the circumstances. If the Contractor is unable to furnish the work under the terms of the contract, such failure may only be excusable as provided under "Force Majeure," below.
- 13. Force Majeure/Delay
 - a. Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by act of god, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control; if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that nonperformance is not due to the fault or neglect of the nonperforming party.
 - b. Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, Metropolitan may grant Contractor a reasonable extension of time to complete the work.
- 14. Non-Interest of District Officials
 - a. Metropolitan shall be advised immediately in writing and a definite delivery or completion date shall be proposed for Metropolitan's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, for ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at Metropolitan's discretion and solely for the purpose of mitigating damages.
- 15. Non-Interest of District Officials
 - a. The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of Metropolitan is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.
- 16. Indemnity
 - a. Contractor assumes all risk of injury to its employees, agents, and subcontractors, including loss or damage to property. Contractor shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Contractor and/or subcontractors relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 BOX 54153, LOS ANGELES, CA 90054-0153

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182617-01

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MWD GENERAL CONDITIONS

16. No Assignment
 Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or his right, title, interest in or to the same of any part thereof, or any work hereunder or any claim arising there from without the prior consent, in writing, by Metropolitan's GM or his authorized representative.
17. Anti-Trust
 The Contractor offers and agrees that it will assign to Metropolitan all rights, title and interest in and to all causes of action; it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16,700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials by the Contractor for sale to Metropolitan pursuant to the purchase order. Such assignments shall be made and become effective at the time Metropolitan tenders final payment to the Contractor.
18. Participating Public Agencies
 It is intended that any other public agency as defined by Cal. Gov. Code 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the contract with Metropolitan, and shall be subject to contractor's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery and/or services, and making payments to contractor. Metropolitan will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.
19. Access to Metropolitan Premises
 Contractor shall notify Metropolitan at least 24 hours in advance of its intended locations and durations of work on Metropolitan's premises. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Contractor's request, however, Metropolitan's operations and other conflicts may require rescheduling all or part of Contractor's work.
20. Jurisdiction and Venue
 This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.
21. Contractor's Terms and Conditions
 Contractor's pre-printed terms and conditions or restrictions commonly appearing on the reverse side of submitted correspondence and/or Contractor's specifications, material and contract documents will be disregarded in the absence of a positive written statement from both parties that all or a particular portion of such writings are in addition to or supersede Metropolitan's General Terms contained herein.
22. Prohibited Relationships with Sanctioned Countries and Persons
 Vendor represents and warrants that both 1) the Vendor and, 2) to Vendor's knowledge, its directors, officers, employees, subsidiaries and subconsultants, are not engaged in any business transaction or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Vendor is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.