

AMENDMENT NUMBER 5 TO “AGREEMENT FOR CONTRACT SERVICES”

THIS AMENDMENT NUMBER 5 TO AGREEMENT FOR CONTRACT SERVICES (the "Fifth Amendment") is made and entered into as of October 24, 2024 by and between the CITY OF IRVINE, a municipal corporation ("City") and WATERLINE TECHNOLOGIES, INC., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of August 01, 2022, City of Irvine contract number 20391 (the "Agreement").


1. The expiration date of the Agreement is changed from November 30, 2024 to November 30, 2025.
2. PART V, BUDGET, is modified to reflect the increase the anticipated services and the pricing remains the same in accordance with EXHIBIT I, attached hereto. The contract value is increased by \$75,000.00 from \$250,000.00 to \$325,000.00 for this renewal term.
3. Except as set forth in this Fifth Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.


(Signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE


WATERLINE TECHNOLOGIES, INC.

By: 
Sean Crumby
Its: Director of Public Works & Sustainability

By: 
Tom Berrey
Its: Manager

By: 
Oliver C. Chi
Its: City Manager


Attest:

By: 
Carl Petersen
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
Jeffrey Melching

EXHIBIT I

<p>TERM CONTRACT AWARD</p>		<p>CONTRACT NO: MA-IS-2140263-12</p>	<p>VERSION DATE</p>
<p>INTERNAL SERVICES DEPARTMENT</p>		<p>PROCUREMENT FOLDER: 2070737</p>	
<div style="border: 1px solid black; padding: 5px;"> <p>WATERLINE TECHNOLOGIES INC</p> <p>620 N SANTIAGO ST</p> <p>SANTA ANA CA 92701-3942</p> </div>	<p>BUYER: CONNIE FU PHONE: 323-267-2217 EMAIL: cfu@isd.lacounty.gov</p>		
	<p>VENDOR NO: 038345 CONTACT: TOM BERREY PHONE: 714-564-9100</p>		
	<p>FISCAL YEAR: EFFECTIVE DATE: 12/01/20 EXPIRATION: 11/30/25</p>		

CHLORINE - HYDROCHLORIC ACID-AMENDMENT 11

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	<p>COMMODITY CODE: 885-38-00-013048</p> <p>CHLORINE LIQUID 12.5% SODIUM HYPO CHLORITE BY WEIGHT AT TIME OF DELIVERY FOR SWIMMING POOL CHLORINATION / COMPLIANT WITH EPA REG. NO, 10897-26 INCLUDING THE USE DIRECTIONS ON THE 24C SPECIAL LOCAL NEED AT NO ADDITIONAL CHARGES TO THE COUNTY</p> <p>BRAND: HASACLOR</p> <p>* SEE SPECIAL TERMS AND CONDITIONS FOR LIST OF SERVICE AREAS*</p>	0.000	GAL	ITEM	\$ 2.720000
2	<p>COMMODITY CODE: 885-78-00-0000001</p> <p>BULK MURIATIC ACID 31.45%</p>	0.000	GAL	ITEM	\$ 4.610000
3	<p>COMMODITY CODE: 885-78-00-0000001</p> <p>50 LB SODIUM BICARBONATE - SHIP 55 BAGS PER PALLET</p>	0.000	BAG	ITEM	\$ 21.050000
4	<p>COMMODITY CODE: 885-38-00-003674</p> <p>PALLET DEPOSIT CHARGE</p>	0.000	EA	ITEM	\$ 20.000000
5	<p>COMMODITY CODE: 190-18-00-003818</p> <p>4X1 HASA ACID HYDROCHLORIC TECHNICAL SP/GR 1.6 1 GAL/CONTAINER, 4 GALS PER CASE</p>	0.000	CASE	ITEM	\$ 27.830000
6	<p>COMMODITY CODE: 190-18-00-003818</p> <p>4X1 HASA CHLORINE SODIUM HYPOCHLORITE SINGLES</p>	0.000	EA	ITEM	\$ 23.430000
7	<p>COMMODITY CODE: 190-18-00-003818</p> <p>SODA ASH 50 LB PER BAG</p>	0.000	BAG	ITEM	\$ 15.120000
8	<p>COMMODITY CODE: 885-38-00-013048</p> <p>CAL-CHLOR CALCIUM CHLORIDE - 50 LB PER BAG 94-97%</p>	0.000	BAG	ITEM	\$ 12.750000

09/26/2024 11:02 AM PDT

09/26/2024 11:07 AM PDT

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

PRICE SHEET		TERM CONTRACT AWARD			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
9	COMMODITY CODE: 885-38-00-013048 SODIUM THIOSULFATE -50 LB PER BAG	0.000	BAG	ITEM	\$ 29.500000
10	COMMODITY CODE: 885-38-00-013048 CLOR MOR CALCIUM HYPOCHLORITE TABLETS - 50 LB PER BUCKET	0.000	BAG	ITEM	\$ 191.350000
11	COMMODITY CODE: 885-38-00-013048 CO2 IN BULK	0.000	BULK	ITEM	\$ 0.520000
12	COMMODITY CODE: 885-38-00-013048 DEPOSIT ON 1GAL CONTAINER, 4 GALS PER CASE RETURNALBE	0.000	EA	ITEM	\$ 10.000000

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AMENDMENT 11: EXTENSION OF AGREEMENT

FROM: DECEMBER 1,2024
TO: NOVEMBER 30, 2025

BASIS: LETTER DATED SEPTEMBER 05, 2024 FROM TOM BERREY, GM, REQUESTS EXTENSION OF AGREEMENT WITH SAME PRICES, TERMS AND CONDITIONS.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 10: EXTENSION OF AGREEMENT WITH PRICE INCREASE FOR LINE #7 AND LINE #11

FROM: DECEMBER 1,2023
TO: NOVEMBER 30, 2024

LINE #7: PRICE FROM \$13.00 TO \$15.12
LINE #11: PRICE FROM \$0.48 TO \$0.52

BASIS: LETTER DATED OCTOBER 11,2023 FROM TOM BERREY, GM, REQUESTS EXTENSION OF AGREEMENT WITH PRICE INCREASE.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

AMENDMENT 09: PRICE INCREASE

EFFECTIVE JANUARY 1, 2023
LINE #5: PRICE FROM \$25.30 TO \$27.83
LINE #6: PRICE FROM \$20.92 TO \$23.43
LINE#10: PRICE FROM \$143.20 TO \$191.35

BASIS: EMAIL DATED NOVENBER 23, 2022 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE JANUARY 1, 2023.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

AMENDMENT 08: PRICE INCREASE

EFFECTIVE SEPTEMBER 1, 2022
LINE #1: PRICE FROM \$2.47 TO \$2.72
LINE #2: PRICE FROM \$4.21 TO \$4.61

BASIS: EMAIL DATED AUGUST 23, 2022 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE SEPTEMBER 1, 2022.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

AMENDMENT 07: PRICE INCREASE

EFFECTIVE JULY 1, 2022
LINE #1: PRICE FROM \$2.18 TO \$2.47
LINE #2: PRICE FROM \$3.96 TO \$4.21
LINE #3: PRICE FROM \$17.25 TO \$21.05
LINE #4: PRICE FROM \$7.5 TO \$20.00

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LINE #10: PRICE FROM \$102.96 TO \$143.20

BASIS: EMAIL DATED JUNE 6, 2022 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE JULY 1, 2022.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

 AMENDMENT 06: PRICE INCREASE

EFFECTIVE MARCH 1, 2022
 LINE #1: PRICE FROM \$1.33 TO \$2.18
 LINE #2: PRICE FROM \$2.95 TO \$3.96
 LINE #12: PRICE FROM \$8.00 TO \$10.00

BASIS: EMAIL DATED FEBRUARY 24, 2022 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE MARCH 1, 2022.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

 AMENDMENT 05: PRICE INCREASE

EFFECTIVE JANUARY 1, 2022
 LINE #5: PRICE FROM \$20.41 TO \$25.30
 LINE #6: PRICE FROM \$16.87 TO \$20.92

BASIS: EMAIL DATED DECEMBER 17, 2021 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE JANUARY 1, 2022.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

 AMENDMENT 04: PRICE INCREASE

EFFECTIVE NOVEMBER 17, 2021
 LINE #2: PRICE FROM \$ 2.25 TO \$2.95
 LINE #5: PRICE FROM \$18.23 TO \$20.41
 LINE #6: PRICE FROM \$15.07 TO \$16.87

BASIS: EMAIL DATED OCTOBER 25, 2021 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE NOVEMBER 17, 2021.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

 AMENDMENT 03: ADD LINE

ADD LINE # 12 FOR DEPOSIT ON 1GAL CONTAINER, 4 GALS PER CASE.

BASIS: EMAIL DATED AUGUST 24, 2021 FROM TOM BERREY, GM, REQUESTS TO ADD LINE #12 FOR CASE DEPOSIT CHARGES.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

 AMENDMENT 02: PRICE INCREASE FOR LINE #1 AND LINE #2

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EFFECTIVE AUGUST 1, 2021
 LINE #1: PRICE FROM \$ \$1.03 TO \$1.33
 LINE #2: PRICE FROM \$1.51 TO \$2.25

BASIS: LETTER DATED JULY 2, 2021 FROM TOM BERREY, GM, REQUESTS PRICE INCREASE EFFECTIVE AUGUST 1, 2021.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

 AMENDMENT 01: PRICE INCREASE FOR LINE #5 AND LINE #6

EFFECTIVE APRIL 15, 2021
 LINE #5: PRICE FROM \$ \$15.85 TO \$18.23
 LINE #6: PRICE FROM \$13.10 TO \$15.07

BASIS: LETTER DATED MARCH 5, 2021 FROM TOM BERREY, GM REQUESTS PRICE INCREASE EFFECTIVE APRIL 15, 2021.

ALL TERMS AND CONDITIONS REMAIN UNCHANGED

THE AGREEMENT PERIOD IS FROM 12/01/2020 TO 11/30/2023, INCLUSIVE, WITH OPTION TO EXTEND FOR ADDITIONAL TWO (2) 12 MONTH PERIODS BY MUTUAL CONSENT.

THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THIS AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

UTILIZATION RECAPITULATION REPORT: 120 DAYS PRIOR TO TERMINATION OF AGREEMENT VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD BE FURNISHED.

PRICE GUARANTEE: UNLESS OTHERWISE PROVIDED HEREIN, VENDOR AGREES THAT PRICES ARE MAXIMUM FOR THE PERIOD OF THIS AGREEMENT.

QUOTE F.O.B. DELIVERED.
 FREIGHT PREPAID AND ALLOWED
 VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)
 COUNTY: TAKES OWNERSHIP AT DESTINATION

PAYMENT TERMS: NET 30 DAYS

DELIVERY:
 WITHIN 2 DAYS AFTER RECEIPT OF ORDER

ORDERING INFORMATION:
 WATERLINE TECHNOLOGIES INC
 620 SANTIAGO ST
 SANTA ANA CA 92701-3942

CONTACT NAME: TOM BERREY
 CELL: 714-822-4413
 PHONE 714-564-9100
 DIRECT: 714-560-5121
 FAX NUMBER: 714-564-9700
 E-MAIL ADDRESS: TBERREY@WATERLINETECH.COM

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LIST OF SERVICE AREAS AS FOLLOWS:

NORTH FACILITIES:

1. EL CARISO POOL: 13100 HUBBARD ST SYLMAR, CA 91342
2. KNOLLWOOD POOL: 12040 BALBOA BLVD GRANADA HILLS, CA 91343
3. EVERETT MARTIN POOL: 35548 N 92ND ST E LITTLEROCK, CA 93543
4. VAL VERDE POOL: 30300 W ARLINGTON ST SAUGUS, CA 91350
5. CASTAIC AQUATIC CENTER: 31350 N CASTAIC RD CASTAIC, CA 91384
6. SAN FERNANDO POOL: 300 PARK AVE SAN FERNANDO, CA 91340
7. VALVERDE POOL: 30300 W ARLINGTON ST., CASTAIC, CA 91384
8. GEORGE LANE POOL: 5520 W AVE, L 8, QUARTZ HILL, CA 93536
9. LOMA ALTA POOL: 3330 N LINCOLN AVE ALTADENA CA 91001

EAST FACILITIES:

1. ARCADIA POOL: 405 S SANTA ANITA AVE ARCADIA, CA 91006
2. ATLANTIC POOL: 570 S ATLANTIC BLVD LOS ANGELES, CA 90022
3. BELVEDERE POOL: 4914 E CESAR CHAVEZ LOS ANGELES, CA 90022
4. CITY TERRACE PARK: 1126 N HAZARD AVE LOS ANGELES, CA 90063
5. OBREGON POOL: 4021 E FIRST ST LOS ANGELES, CA 90063
6. SALAZAR POOL: 3864 WHITTIER BLVD LOS ANGELES, CA 90023

SOUTH FACILITIES:

1. JESSE OWENS POOL: 9651 S WESTERN AVE LOS ANGELES, CA 90047
2. TED WATKINS POOL: 1335 E 103RD S LOS ANGELES, CA 90002
3. BETHUNE POOL: 1244 E 61ST ST LOS ANGELES, CA 90001
4. CAMPANELLA POOL: 14812 STANFORD AVE COMPTON, CA 90220
5. CARVER POOL: 1400 E 118TH ST LOS ANGELES, CA 90059
6. ENTERPRISE POOL: 13055 CLOVIS AVE LOS ANGELES, CA 90059
7. ROOSEVELT POOL: 7600 GRAHAM AVE LOS ANGELES, CA 90001
8. VICTORIA POOL: 419 E 192ND ST CARSON, CA 90746
9. ALONDRA POOL: 3850 W MANHATTAN BEACH BLVD LAWDALE, CA 90260
10. DON KNABE POOL: 19700 BLOOMFIELD AVE CERRITOS, CA 90701
11. WASHINGTON PARK, KREJCI POOL: 8908 S MAIE AVE LOS ANGELES, CA 90002
12. LENNOX POOL: 10828 CONDON AVE LENNOX, CA 90304
13. MONA POOL: 2291 E 121ST ST WILLOWBROOK, COMPTON CA 90222
14. ATHENS PARK, GARROT POOL: 12603 E BROADWAY LOS ANGELES, CA 90061
15. KELLER POOL: 1045 W 126TH ST LOS ANGELES, CA 90044

REGIONAL LAKES

1. SANTA FE DAM REGIONAL PARK: 15501 E ARROW HWY IRWINDALE, CA 91706 (OPERATES MAY - SEPTEMBER)
2. CASTAIC LAKE RECREATION AREA: 32132 CASTAIC LAKE DR CASTAIC, CA 91384
3. PUDDINGSTONE LAKE: 120 VIA VERDE SAN DIMAS, CA 91773 (OPERATES MAY - SEPTEMBER)

ALL TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-2120230

ANNUAL ESTIATED VALUE: 540,000

REPLACES: MA-IS-1640205

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

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3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

2. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

FEDERAL UNIFORM GUIDELINE CLAUSE

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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COMPLIANCE WITH COUNTY POLICY OF EQUITY


The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

Waterline Technologies, Inc.




To Whom It May Concern:

This letter is to give notice of authorized personnel recognized to sign bids and other documents on behalf of Waterline Technologies Inc.



Kirk T. Buttermore
President




Thomas R. Berrey
Manager



Kathy LaVoie
Controller

Should you have any questions, please contact us at the number listed below.

Sincerely,



Kirk T. Buttermore
President

KTB/kt