CALL TO ORDER AND ROLL CALL

PUBLIC COMMENTS

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENTS

In compliance with the Governor’s Orders N-29-20 and N-08-21, the meeting will continue to be held telephonically and electronically until September 30, 2021. If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at cristilerma@imperialctc.org. Agenda and minutes are also available at: http://ivrma.org/docs.php. If any member of the public wishes to address the Board, please submit written comments by 5 p.m. on Tuesday, June 22, 2021. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Board. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

III. CONSENT AGENDA

The Executive Director recommends review and approval of the Consent Calendar as presented.

A. Rubber Recovery, Inc. Agreement – Second Modification Page 5

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the waste tire collection and hauling services Agreement with the firm of Rubber Recovery, Inc. for FYs July 1, 2021 through June 30, 2024 in the amount of $135 per ton.
B. SES/Secure E-Waste Solutions Agreement, Second Modification Page 9

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:


C. Ramza, Inc. Agreement – Second Modification Page 14

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification to the waste tire collection and hauling services Agreement with the firm of Ramza, Inc. for FY July 1, 2021 through June 30, 2022 in the amount of $950 per trip.

D. Clean Earth Environmental Services, Inc. Agreement – Fifth Modification Page 18

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to execute the Fifth Modification of the Harsco/Clean Earth Environmental Services, Inc. Agreement in the amount of $66,020.24 for July 1, 2021 to June 30, 2022.

E. CR&R Incorporated Agreement – Second Modification Page 24

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the CR&R Incorporated Agreement for the period of July 1, 2021 through June 30, 2022.

F. Hunter Employment, LLC Agreement – Modification Page 29

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the modification to the agreement with Hunter Employment, LLC for the period of July 1, 2021 through June 30, 2022.

IV. ACTION CALENDAR

A. IVRMA Draft Budget, FY 2021/2022 Page 34

The ICTC Management Committee met on June 9, 2021 and forwards this item to the IVRMA Board for review and approval after the receipt of public comment, if any:

1. Adopt the Draft IVRMA Budget for FY 2021/2022
B. Legal Services Agreement – County of Imperial – Imperial Valley Resource Management Agency (IVRMA) FY 2021/2022 to FY 2023/2024

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Imperial Valley Resource Management Agency for an annual fee not to exceed $5,000.00 per year effective July 1, 2021, through June 30, 2024.

2. Direct staff to forward the agreement to the County of Imperial.

V. ADJOURNMENT

A. Motion to adjourn
A. Rubber Recovery, Inc. Agreement—Second Modification

1. Authorize the Chairperson to sign the Second Modification of the waste tire collection and hauling services Agreement with the firm of Rubber Recovery, Inc. for FY’s July 1, 2021 through June 30, 2024 in the amount of $135 per ton.
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA  92243

SUBJECT: Rubber Recovery Inc. Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Rubber Recovery, Inc. The proposed agreement reflects an increase to $135 per ton due to increases in landfill labor costs. The proposed agreement is for a period of three years beginning on July 1, 2021 and ending on June 30, 2024. The cost for services provided by Rubber Recovery, Inc. are covered by the Tire Waste Management Grants.

The agreement with Rubber Recovery, Inc. provides IVRMA with the ability to recycle the wasted tires collected in the Imperial Valley under the Waste Tire Recycling Program requirements.

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the waste tire collection and hauling services Agreement with the firm of Rubber Recovery, Inc. for FYs July 1, 2021 through June 30, 2024 in the amount of $135 per ton.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
MODIFICATION #2 TO AGREEMENT FOR SERVICES

Rubber Recovery, Inc., A California Corporation

THIS SECOND MODIFICATION OF AGREEMENT FOR SERVICES (“Modification #2”), made and entered into effective the ___ day of _______________, 2021, by and between the Imperial Valley Resource Management Agency, a regional agency under California Public Resources Code Section 40970 et al., (“IVRMA”) and Rubber Recovery, Inc., A California Corporation, an active California corporation (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, on April 25, 2018 through Resolution No. 18-04, IVRMA and CONTRACTOR entered into an Agreement for Services as first modified on May 27, 2020 (“Agreement”) for compliant recycling and disposition of waste tires collected by IVRMA and delivered to the CONTRACTOR by IVRMA or its designated and properly permitted independent hauler (“Project”), attached hereto as Exhibit “1”; and

WHEREAS, the term of the Agreement is set to expire on June 30, 2021; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional three (3) years and modify the rate of compensation to $135 per ton; and

WHEREAS, the Agreement permits modification by written amendment.

NOW, THEREFORE, in consideration of their mutual covenants, IVRMA and CONTRACTOR agree to the following:

A. The first sentence of the paragraph entitled “Term of Agreement” is amended to read as follows:

“Term of Agreement

The term of Agreement shall be for six (6) years commencing July 1, 2018 to June 30, 2024, subject to written acceptance by both parties and availability of waste tire-related funds to IVRMA.”

B. The first sentence of the paragraph entitled “Compensation for Contracted Services” is amended to read as follows:
"Compensation for Contracted Services

Stated services for properly-manifested waste tires received from IVRMA or independently from its designated and permitted waste tire hauling contractor are subject to the following considerations and remunerated to the CONTRACTOR at one hundred thirty five dollars ($135) per ton during the fourth, fifth, and sixth years of this Agreement:

C. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Modification #2 on the day and year first above written.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

RUBBER RECOVERY, INC., A CALIFORNIA CORPORATION

By: _______________________________  By: _____________________________
    CHERYL VIEGAS-WALKER  GARY GREENLEE
    Chair of the Board of Directors  CFO

ATTEST:

______________________________
By: CRISTI LERMA
Secretary to IVRMA

APPROVED AS TO FORM:

ADAM G. CROOK
County Counsel

By: ________________________________
    Eric Havens
    Assistant County Counsel

1. Authorize the Chairperson to sign the Second Modification of the secure E-Waste Solutions (SES) Agreement for June 1, 2021 through May 31, 2022
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA  92243

SUBJECT: Secure E-Waste Solutions (SES) Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Secure E-Waste Solutions (SES) from June 1, 2021 through May 31, 2022. The initial agreement between IVRMA and SES was executed in April 2019 and has up to (five) single year extensions. SES is not requesting any financial modifications from the previous agreement.

IVRMA utilizes SES for the removal and recycling of E-Waste collected by IVRMA. SES pays IVRMA a portion of the recycling funds that SES generates from the collection of E-Waste hauling and processing operations. Any funds received by IVRMA are utilized for Household Hazardous Waste (HHW) program operations.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:


Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
EXTENSION #3 TO AGREEMENT FOR SERVICES

SES / Secure E-Waste Solutions

THIS THIRD EXTENSION OF AGREEMENT FOR SERVICES (“Extension #3”), made and entered into effective the ____ day of ____________, 2021, by and between the Imperial Valley Resource Management Agency, a regional agency under California Public Resources Code Section 40970 et al., (“IVRMA”) and SES / Secure E-Waste Solutions, an active California corporation (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, on June 27, 2018 through IVRMA Resolution No. 18-06, IVRMA and CONTRACTOR entered into an Agreement for Services (“Agreement”) for compliant recycling and disposition of E-Waste collected by IVRMA and delivered to CONTRACTOR by IVRMA or its designated and properly permitted independent hauler (“Project”), attached hereto as Exhibit “1,”; and

WHEREAS, the term of the Agreement was first extended on May 22, 2019 through IVRMA Resolution No. 19-04 to June 1, 2019, to May 31, 2020, and again to May 31, 2021; and

WHEREAS, the term of the second extension to the Agreement is set to expire on May 31, 2021; and

WHEREAS, the Agreement permits the Parties to renew the term of the Agreement for additional one (1) year for up to five (5) years subject to written acceptance by the Parties and availability of E-Waste related funds to IVRMA; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional one (1) year, subject to the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of their mutual covenants, IVRMA and CONTRACTOR agree to the following:

A. The term of the Agreement shall be extended for an additional one (1) year and one (1) month, commencing on June 1, 2021, and terminating on June 31, 2022, unless otherwise extended or terminated as provided for under the Agreement.

B. All other terms and conditions of the Agreement are ratified and remain in full force and effect.

///
IN WITNESS WHEREOF, the Parties have executed this Extension #3 on the day and year first above written.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

By:_________________________________  By:_________________________________
    CHERYL VIEGAS-WALKER  LARRY KURSCHNER
    Chair of the Board of Directors  Chief Executive Officer

ATTEST:

By: CRISTI LERMA
   Secretary to IVRMA

APPROVED AS TO FORM:

ADAM G. CROOK
   County Counsel

By:_________________________________
   Eric Havens
   Assistant County Counsel
May 21th 2021

Imperial Valley Resource Management Agency
Daveline Villasenor; Project Manager
300 S Imperial Ave,
Suite #6
El Centro, CA 92243

RE: Letter of Intent to Extend the Agreement

To whom it may concern:

This letter shall serve as an intent to continue E-Waste services via agreement to, by and between both parties. SES Secure E-Waste Solutions will not be soliciting any changes to the agreement.

Please note, this letter of intent is not binding by either party and is not intended to be a final, executed contract. Rather, this letter of intent shall be a formal expression of interest to continue the service. The terms are detailed in the original agreement.

Sincerely,

Larry Kurschner
Chief Executive Officer
w. 858-909-0802
c. 619-517-6565
f. 858-252-6708
Larry@sesrecycling.com
www.sesrecycling.com

SES Secure E-Waste Solutions
C. Ramza, Inc. Agreement - Second Modification

1. Authorize the Chairperson to sign the Second Modification to the waste tire collection and hauling services Agreement with the firm Ramza, Inc. for FY July 1, 2021 through June 30, 2022 in the amount of $950 per trip.
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA 92243

SUBJECT: Ramza Inc. Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Ramza, Inc. The proposed agreement reflects an increase from $900 to $950 per trip. The proposed agreement is for a period of one year beginning on July 1, 2021 and ending on June 30, 2022. The cost for services provided by Ramza, Inc. are covered by the Tire Waste Management Grants.

The agreement with Ramza, Inc. provides IVRMA with the ability to recycle the wasted tires collected in the Imperial Valley under the Waste Tire Recycling Program requirements.

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification to the waste tire collection and hauling services Agreement with the firm of Ramza, Inc. for FY July 1, 2021 through June 30, 2022 in the amount of $950 per trip.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
SECOND MODIFICATION TO AGREEMENT FOR SERVICES

Ramza, Inc.

THIS SECOND MODIFICATION TO AGREEMENT FOR SERVICES ("Second Modification") made and entered into this _____ day of ___________________, 2021, is by and between the IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY ("IVRMA") and RAMZA, INC., a California corporation ("CONSULTANT") (individually, "Party;" collectively, "Parties").

RECITALS

WHEREAS, IVRMA and CONSULTANT entered into that certain Agreement for Services on June 26, 2019 through Resolution No. IVRMA 19-07, as first modified on May 27, 2020 ("Agreement"), incorporated by this reference as though fully set forth herein; and

WHEREAS, the term of the Agreement is set to expire on June 30, 2021, and the Parties wish to extend the term of the Agreement for an additional one (1) year FY 2021-22; and

WHEREAS, Paragraph 7.10 of the Agreement provides that no change, alteration or modification of the terms or conditions of the Agreement shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to the Agreement agreed to by both Parties.

NOW, THEREFORE, in consideration of their mutual covenants, IVRMA and CONSULTANT have and hereby agree to the following:

1. Paragraph 2.1 of the Agreement shall be amended to read as follows:

   "2.1 Term of Agreement
   The term of the Agreement shall be from July 1, 2019 to June 30, 2022, for the continuation of collection and hauling of waste tires to designated tire recycling facilities."

2. All other terms and conditions are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

///
///
///
///
///
IN WITNESS WHEREOF, the Parties have executed this Second Modification on the day and
year first above written.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

CONSULTANT
RAMZA, INC.

By: Cheryl Viegas-Walker
Chair of the Board of Directors

By: Leticia Ramirez
Vice President

ATTEST:

By: Cristi Lerma
Secretary to IVRMA

APPROVED AS TO FORM:
ADAM G. CROOK
County Counsel

Eric Havens
Assistant County Counsel
D. Clean Earth Environmental Services, Inc. Agreement—Fifth Modification

1. Authorize the Chairperson to execute the Fifth Modification of the Harsco/Clean Earth Environmental Services, Inc. Agreement in the amount of $66,020.24 for July 1, 2021 to June 30, 2022.
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA 92243

SUBJECT: Clean Earth Environmental Services, Inc. Agreement – Fifth Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Clean Earth Environmental Services, Inc. (previously Stericycle Environmental Solutions) for the operation of the three IVRMA operated Household Hazardous Waste Collection Facilities (HHW). The proposed agreement is for a one-year period. Clean Earth transports the household hazardous waste collected from all three HHW facilities for proper recycling or disposal.

Clean Earth has requested a price increase of 4% associated to the disposal rate. The requested total value of the agreement for FY21-22 is $66,020.24. IVRMA only pays Clean Earth when services are requested and provided. The agreement is essential for the continued operations of the Household Hazardous Waste Collection Facilities.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to execute the Fifth Modification of the Harsco/Clean Earth Environmental Services, Inc. Agreement in the amount of $66,020.24 for July 1, 2021 to June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
FIFTH AMENDMENT

Harsco Corporation

THIS FIFTH AMENDMENT ("Amendment") is entered into as of ______________________, 2021 between HARS CO CORPORATION, a Delaware corporation licensed to do business in California ("HARSCO") and the IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY ("IVRMA"). Collectively, HARSCO and IVRMA are referred to as "the Parties."

RECITALS

WHEREAS, STERICYCLE and IVRMA entered into that certain agreement ("Agreement") as amended by a First Amendment on June 22, 2016, by a Second Amendment on June 28, 2017, a Third Amendment on September 25, 2019, and assigned to HARSCO on May 27, 2020 ("Agreement"); and

WHEREAS, by letter dated May 26, 2021, HARSCO has requested that IVRMA grant an extension of the Agreement; and

WHEREAS, IVRMA wishes to grant the extension of the Agreement on the same terms and conditions as originally agreed upon in the Agreement, with the exception of those changes specified herein.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties agree to the following:

A. DURATION OF AGREEMENT

IVRMA and HARSCO agree to a contract extension for a period of one (1) year, subject to annual renewal thereafter upon the mutual consent of both parties. The one (1) year extension period begins on July 1, 2021 and ends on June 30, 2022.

B. COMPENSATION

IVRMA and HARSCO have agreed to a price increase for the services specified in the Letter of Intent dated May 26, 2021, sent by HARSCO to IVRMA, and the terms, conditions, and considerations stated therein are hereby incorporated by reference into this Agreement as "Exhibit A", and is appended hereto. Total compensation for this extension period shall not exceed $66,020.24.

C. SAME TERMS AND CONDITIONS.

All other terms and conditions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

By: ___________________________________  By: ___________________________________
    CHERYL VIEGAS-WALKER            NICHOLAS GRASBERGER
    Chair of the Board of Directors  CEO

ATTEST:

By: ___________________________________
    CRISTI LERMA
    Secretary to IVRMA

APPROVED AS TO FORM:

By: ___________________________________
    ADAM G. CROOK
    County Counsel

By: ___________________________________
    Eric Havens
    Assistant County Counsel
May 26, 2021

Mr. Daveline Villasenor
Imperial Valley Resource Management Agency
300 South Imperial Ave., Suite 6
El Centro, CA 92243

Subject: Letter of Intent for FY 2021/2022 Management and Operation of IVRMA Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and Other Associated Activities

Dear Daveline,

Clean Earth Environmental Solutions, Inc. is pleased to submit this letter of intent for continued management and operation of three Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and other associated services for the Fiscal Year 2021/2022. Clean Earth has the expertise and experience in operating and managing certified oil collection centers / HHW collection facilities. We are confident that you will continue to be pleased with our high quality, responsive, and concise approaches in our hazardous waste performance. This year we are requesting a CPI price increase of 4% to disposal rates. This is reflected in Task 2 “Estimated Annual Disposal Costs”. Please note that there is no increase requested to Task 1 “Management of Certified Oil Collection Centers/Household Hazardous Waste Collection Facilities”.

SCOPE OF WORK

The scope of work is described below:

Task - 1: Management of Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities

This task includes management and operation of the El Centro, Brawley, and Calexico certified oil collection centers / household hazardous waste (HHW) collection facilities. The El Centro, Brawley and Calexico centers and HHW collection facilities will be operated on a weekly flat fee basis. The flat fee includes performing opening and closing inspections of the HHW collection facilities; receiving household hazardous wastes from Imperial Valley residents; segregating, bulking, labpacking and profiling of all wastes received. Specifically, Clean Earth aims to organize the waste materials into bulk profiles such that maximum use of approved transportation carrier packages may be utilized while minimizing costs. This task shall be completed on a flat fee basis and covered by CalRecycle Used Oil Payment Program Grant funding.
## EXHIBIT A

<table>
<thead>
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<th>Services</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Hazardous Waste Technician (Except Holiday Weekends)</td>
<td>104 (2 x 52 weeks)</td>
<td>$347.81/each</td>
<td>$36,172.24</td>
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</tbody>
</table>

Task 1 Total: $36,172.24

#### Task - 2: Hazardous Waste Disposal and Other IVRMA Activities

This task includes hazardous waste disposal services and other outside contracted activities.

<table>
<thead>
<tr>
<th>Services</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Annual Disposal Costs*</td>
<td></td>
<td></td>
<td>$29,848.00</td>
</tr>
</tbody>
</table>

*Estimated annual disposal costs include transportation charges, labor fees (i.e. driver, chemist, etc), E&I (3%), supplies, equipment and disposal charges. The estimated annual disposal costs above are based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

Task 2 Total: $29,848.00

#### Task Summary

Task – 1: Certified Oil Center / HHW Collection Facility Operations & Management  
$36,172.24

Task - 2: Hazardous Waste Disposal & Other IVRMA Activities – Covered By IVRMA Membership  
$29,848.00

Total: $66,020.24

Clean Earth appreciates the opportunity to provide continued services to the IVRMA. If you have any questions, please feel free to contact me anytime.

Warmly,

[Signature]

Jennie Wagner  
HHW Account Manager  
Clean Earth Environmental Services, Inc.
E. CR&R Incorporated Agreement—Second Modification

1. Authorize the Chairperson to sign the Second Modification of the CR&R Incorporated Agreement for the period of July 1, 2021 through June 30, 2022.
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA  92243

SUBJECT:   CR&R Incorporated Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and CR&R Incorporated (CR&R) from July 1, 2021 through June 30, 2022. The cost for services provided by CR&R are covered by the Tire Waste Management Grants. CR&R is not requesting any financial modifications from the previous agreement.

The agreement with CR&R provides IVRMA with the ability to recycle the wasted tires collected in the Imperial Valley under the Waste Tire Recycling Program requirements.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the CR&R Incorporated Agreement for the period of July 1, 2021 through June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
SECOND MODIFICATION TO AGREEMENT FOR SERVICES

CR&R Incorporated

THIS SECOND MODIFICATION TO AGREEMENT FOR SERVICES (“Second Modification”) made and entered into this day of , 2021, is by and between the IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY (“IVRMA”) and CR&R INCORPORATED, a California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, IVRMA and CONSULTANT entered into that certain Agreement for Services on May 22, 2019 through Resolution No. IVRMA 19-06, as first modified on May 27, 2020 (“Agreement”), incorporated by this reference as though fully set forth herein; and

WHEREAS, the term of the Agreement is set to expire on June 30, 2021, and the Parties wish to extend the term of the Agreement for an additional one (1) year FY 2021-22; and

WHEREAS, Paragraph 7.10 of the Agreement provides that no change, alteration or modification of the terms or conditions of the Agreement shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to the Agreement agreed to by both Parties.

NOW, THEREFORE, in consideration of their mutual covenants, IVRMA and CONSULTANT have and hereby agree to the following:

1. Paragraph 2.1 of the Agreement shall be amended to read as follows:

“2.1 Term of Agreement

The term of the Agreement shall be from July 1, 2019 to June 30, 2022, for the continuation of collection and hauling of waste tires to designated tire recycling facilities.”

2. All other terms and conditions are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

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IN WITNESS WHEREOF, the Parties have executed this Second Modification on the day and
year first above written.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY  CONSULTANT CR&R INCORPORATED

By: Cheryl Viegas-Walker  By: Francisco Ochoa
Chair of the Board of Directors  Manager

ATTEST:

By: Cristi Lerma  By: Cristi Lerma
Secretary to IVRMA  Secretary to IVRMA

APPROVED AS TO FORM:
ADAM G. CROOK  By: Cristi Lerma
County Counsel  Secretary to IVRMA

Eric Havens  By: Cristi Lerma
Assistant County Counsel  Secretary to IVRMA
June 1, 2021

Daveline Villasenor  
Manager  
IVRMA  
300 S Imperial Ave  
El Centro, CA 92243  
IVRMA.org

Dear Mrs. Villasenor,

As of June of 2013 IVRMA and CR&R entered an agreement for CR&R to haul waste tires to Fontana. At this time I would like to express our intent to continue hauling arrangement on the same conditions as previously agreed on until the year 2022.

Please feel free to contact me if any further information is needed.

Respectfully,

Francisco Ochoa
III. CONSENT AGENDA

F. Hunter Employment, LLC Agreement—Modification

1. Authorize the Chairperson to sign the Second Modification agreement with Hunter Employment, LLC for the period of July 1, 2021 through June 30, 2022.
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA 92243

SUBJECT: Hunter Employment, LLC Agreement – Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Hunter Employment, LLC from July 1, 2021 through June 30, 2022. Hunter Employment, LLC currently provides all staffing for IVRMA with the exception of the Project Manager position.

Hunter Employment agrees to continue providing as needed staffing support for the following positions: (1) Administrative Assistant, (1) Administrative Bookkeeping Assisting, (1) Grade Crew Labor I, (1) Tire Crew Lead, (1) Tire Crew Assistant, (1) HHW Technician Laborer I, (2) Recycling Outreach Coordinator. Should any of the above noted positions not be utilized, IVRMA will not incur any costs for the position.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the modification to the agreement with Hunter Employment, LLC for the period of July 1, 2021 through June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
MODIFICATION #2 TO AGREEMENT FOR SERVICES

HUNTER EMPLOYMENT SERVICES

THIS SECOND MODIFICATION TO AGREEMENT FOR SERVICES (“Second Modification”) made and entered into this _____ day of ___________________, 2021, is by and between the IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY (“IVRMA”) and HUNTER EMPLOYMENT SERVICES, INC., an Arizona corporation licensed to do business in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, IVRMA and CONSULTANT entered into that certain Agreement for Services on May 22, 2012 through Resolution No. IVRMA 12-06, as first modified on June 24, 2020, (“Agreement”), incorporated by this reference as though fully set forth herein; and

WHEREAS, the term of the Agreement was extended through June 30, 2020 by IVRMA Resolution No. 19-08 and again extended through June 30, 2021; and

WHEREAS, the extended term of the Agreement is set to expire on June 30, 2021, and the Parties wish to extend the term of the Agreement for an additional one (1) year FY 2021-22; and

NOW, THEREFORE, in consideration of their mutual covenants, IVRMA and CONSULTANT have and hereby agree to the following:

1. The term of the Agreement shall be amended as follows:

“The term of the Agreement shall be from July 1, 2021 to June 30, 2022, for the service of assigning employees.”

2. The rates in the Agreement shall be amended as set forth in the letter from CONSULTANT dated June 2, 2021, attached hereto as Exhibit “A”.

3. All other terms and conditions of the Agreement are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

///

///
IN WITNESS WHEREOF, the Parties have executed this Second Modification on the day and year first above written.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

By: Cheryl Viegas-Walker
Chair of the Board of Directors

CONSULTANT HUNTER EMPLOYMENT SERVICES, INC.

By: Sara K. Villalobos
Vice President

ATTEST:

By: Cristi Lerma
Secretary to IVRMA

APPROVED AS TO FORM:

ADAM G. CROOK
County Counsel

Eric Havens
Assistant County Counsel
June 2, 2020

Imperial Valley Resource Management Agency &
Imperial County Transportation Commission
300 S. Imperial Ave, Suite 11
El Centro, CA 92243

IVRMA Board and Imperial County,

It is the intention of Hunter Employment LLC to extend the excellent relationship and business arrangements that we have established with the IVRMA and now managed by Imperial County Transportation Commission into a renewal period of another year.

Below I have provided you with titles, pay rates and billing rates:

<table>
<thead>
<tr>
<th>Fiscal Year 2021-2022</th>
<th>Salary Rate</th>
<th>Billing Rate</th>
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<tbody>
<tr>
<td>Administrative Assistant</td>
<td>$15.50</td>
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<tr>
<td>Administrative Bookkeeping Assistant</td>
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<tr>
<td>Recycling Outreach Specialist</td>
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<td>Tire Crew Lead</td>
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<tr>
<td>Grade Crew Laborer I</td>
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<tr>
<td>Organic Recycling Outreach Representative</td>
<td>$15.50</td>
<td>$23.41</td>
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</table>

Bridgeport Capital Funding is still our accounts receivable funding agency and their requirements, including payment terms, remain the same.

We look forward to a continuing mutually beneficial relationship with the Imperial County, and we thank you for your business.

Respectfully,

Sara K. Villalobos
Vice President
Hunter Employment, LLC

Yuma Office
P.O.Box 4699 | Yuma, Arizona 85366-4699 | Phone: (928) 341-4664 | Fax: (928) 726-4138
El Centro Office
P.O. Box 2768 | El Centro, California 92244 | Phone: (760) 679-5180 | Fax: (760) 312-9600

32
A. IVRMA Draft Budget, FY 2021/2022

Requested Action:

1. Adopt the Draft IVRMA Agenda for FY 2021/2022
June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Suite 11
El Centro, CA 92243

SUBJECT: IVRMA FY 2021-22 Annual Budget

Dear Commission Members:

The following is a brief summary of the IVRMA budget which is comprised of various grants and membership dues. The membership portion of the FY 21-22 IVRMA Budget reflects an increase from $289,689.00 (FY 20-21) to $346,811 for a total 20% increase. Membership funds are utilized to finance multiple IVRMA administration operations including the Household Hazardous Waste Facilities (HHW). An increase in Professional & Spec Serv-Wages is reflected assuming the minimum wage increase beginning January 2022. Increases in budget are a result of funding for additional administrative, accounting and HHW staff.

IVRMA has received notice of an estimated disposal rate increase of 5% from the contracted hazardous waste haulers/recyclers, Lamp Tracker, Clean Earth and EFR Environmental Services Inc. which has been factored into the proposed budget. IVRMA expects slight increases in other areas such as dues, rent and utilities.

The ICTC Management Committee met on June 9, 2021, and forwards this item to the Commission after public comment, if any:


Sincerely,

MARK BAZA
Executive Director

MB/dv/cl
Imperial Valley Resource Management Agency

Membership Fund
Acct. No. 1577001
IVRMA Fiscal Year 2021-2022
### CITY OF BRAWLEY

<table>
<thead>
<tr>
<th>City Population</th>
<th>Total Population</th>
<th>Percentage of Total Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>27,320</td>
<td>180,023</td>
<td>15.2%</td>
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</table>

- **10,837.84** (Fixed Fee)
- **260,108.05** (Population Distribution Value)
- **39,536.42**
- **50,374.26** Total Fee

### CITY OF CALEXICO

<table>
<thead>
<tr>
<th>City Population</th>
<th>Total Population</th>
<th>Percentage of Total Population</th>
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<tbody>
<tr>
<td>40,714</td>
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<td>22.6%</td>
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</table>

- **10,837.84** (Fixed Fee)
- **260,108.05** (Population Distribution Value)
- **58,784.42**
- **69,622.26** Total Fee

### CITY OF CALIPATRIA

<table>
<thead>
<tr>
<th>City Population</th>
<th>Total Population</th>
<th>Percentage of Total Population</th>
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<tbody>
<tr>
<td>3,646</td>
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</table>

- **10,837.83** (Fixed Fee)
- **260,108.05** (Population Distribution Value)
- **5,202.16**
- **16,039.99** Total Fee

### CITY OF EL CENTRO

<table>
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<th>City Population</th>
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<th>Percentage of Total Population</th>
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<tbody>
<tr>
<td>44,693</td>
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</table>

- **10,837.84** (Fixed Fee)
- **260,108.05** (Population Distribution Value)
- **64,506.80**
- **75,344.64** Total Fee
### CITY OF HOLTVILLE

<table>
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Membership Fees: 19,941.61

### CITY OF IMPERIAL

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Membership Fees: 39,449.72

### CITY OF WESTMORLAND

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Membership Fees: 14,219.23

### COUNTY OF IMPERIAL

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<tr>
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Membership Fees: 61,819.02

**TOTAL** $346,810.73 100%
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<td><strong>TOTAL PROPOSED BUDGET</strong></td>
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MEMBERSHIP FUNDS
Account 1577001

Schedule of Revenue & Expenses FY 2021-2022

<table>
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<th>Estimated Revenue/Expenditure 06-30-21</th>
<th>Estimated Budget 2021-22</th>
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<tr>
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<tr>
<td><strong>Total Operating Revenues</strong></td>
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<td><strong>Total Operating Fees</strong></td>
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<td><strong>Total Professional Fees</strong></td>
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<td><strong>Total Professional Fees</strong></td>
<td>289,689</td>
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</table>
Imperial Valley Resource Management Agency

City/County Payment Program Fund
Acct. No. 1577002
IVRMA Fiscal Year 2021-2022
CITY COUNTY PAYMENT PROGRAM FUNDS
Account 1577002
Schedule of Revenue & Expenses FY 2021-2022

<table>
<thead>
<tr>
<th></th>
<th>Approved Budget 2020-2021</th>
<th>Estimated Revenue/Expenditure 06-30-21</th>
<th>Estimated Budget 2021-22</th>
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<tr>
<td><strong>Operating Revenues</strong></td>
<td></td>
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</tr>
<tr>
<td>493000</td>
<td>59,615</td>
<td>59,528</td>
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<td><strong>Total Operating Revenues</strong></td>
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**Operating Expenses**

514000 Communications - Phone charges
522000 Membership
525271 Special Dept Exp - Other
526000 Publ and Legal Notices 10,000 1,845 9,690
531040 Travel Out of Cnty Misc
524000 Office Expense
524030 Office Expense-Postage
524035 Office Expense-Printing
530005 Special Dept Expense
530080 Special Dept Exp - Other 10,115 9,222 10,115
519000 Maintenance-Equipment
519001 Maintenance-Vehicles
519038 Fuel Expense 500 108 500
549000 Equipment
820102 Contingency Account

**Total Operating Fees** 20,615 11,175 20,305

525010 Professional & Special Services
525115 Prof & Spec Serv-Wages 39,000 28,811 39,000

**Total Professional Fees** 39,000 28,811 39,000

**Total Professional Fees** 59,615 39,986 59,305
Imperial Valley Resource Management Agency

HHW Fund
Acct. No. 1577003
IVRMA Fiscal Year 2021-2022
HOUSEHOLD HAZARDOUS WASTE FACILITIES PROGRAM FUNDS

Account 1577003

Schedule of Revenue & Expenses FY 2021-2022

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<th>Estimated Revenue/Expenditure</th>
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<tbody>
<tr>
<td>2020-2021</td>
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<tr>
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Operating Expenses

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525010 Professional & Special Services

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Total Professional Fees

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Imperial Valley Resource Management Agency

Used Oil Payment Program Fund
Acct. No. 1577004
IVRMA Fiscal Year 2021-2022
## USED OIL PAYMENT PROGRAM FUNDS

**Account 1577004**

**Schedule of Revenue & Expenses FY 2021-2022**

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<th>Estimated Revenue/Expenditure 06-30-21</th>
<th>Estimated Budget 2021-22</th>
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Imperial Valley Resource Management Agency

Local Gov Waste Tire Fund
Acct. No. 1577005
IVRMA Fiscal Year 2021-2022
## Local Gov Waste Tire Grants

### Account 1577005

**Schedule of Revenue & Expenses FY 2021-2022**

<table>
<thead>
<tr>
<th></th>
<th>Approved Budget</th>
<th>Estimated Revenue/Expenditure</th>
<th>Estimated Budget</th>
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## Operating Expenses

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<td>525271</td>
<td>Special Dept Exp - Other</td>
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<td>Office Expense-Printing</td>
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<td>Special Dept Expense</td>
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<td>820102</td>
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## Total Professional Fees

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## Total Fees

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<th>2020-2021</th>
<th>06-30-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fees</td>
<td>303,844</td>
<td>110,369</td>
<td>193,475</td>
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</table>
B. Legal Services Agreement – County of Imperial – Imperial Valley Resource Management Agency (IVRMA) FY 2021/2022 to FY 2023/2024

Requested Action:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Imperial Valley Resource Management Agency for an annual fee not to exceed $5,000, effective July 1, 2021, through June 30, 2024.

2. Direct staff to forward the agreement to the County of Imperial.
Dear Commission Members:

The Imperial Valley Resource Management Agency (IVRMA) recently transferred administration to the Imperial County Transportation Commission (ICTC) from the city of El Centro City Manager’s Office. County Counsel provided legal services to IVRMA for FY20-21. Prior to FY20-21, legal services were provided by Childers and Associates for an annual value of $5,000.00. IVRMA and County Counsel staff have developed a new agreement for FY 2021-2022 through FY 2023-24. The proposed annual contract value of $5,000.00 per year has been negotiated by both County Counsel and ICTC/IVRMA.

Over the past fiscal year, County Counsel has gained knowledge pertaining to the various legal aspects that IVRMA encounters and has familiarized themselves with the type of services IVRMA is required to provide.

Funding for this project was allocated in the IVRMA 2021/2022 Budget anticipated to be approved on June 23, 2021.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Imperial Valley Resource Management Agency for an annual fee not to exceed $5,000.00 per year effective July 1, 2021, through June 30, 2024.

2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/da/cl
AGREEMENT FOR LEGAL SERVICES BETWEEN

IMPERIAL COUNTY AND

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

This Agreement for legal services (hereinafter “Agreement”) made by and between Imperial County, a political subdivision of the State of California (hereinafter “County”), and Imperial Valley Resource Management Agency (hereinafter “IVRMA”) (individually, “Party”; collectively, “Parties”) shall be as follows:

WITNESSETH:

WHEREAS, IVRMA intends to function in compliance with California Public Resources Code Section 40970 et. seq. as an independent agency while minimizing the costs of independence; and

WHEREAS, the IVRMA desires to utilize the services most fiscally responsible including services available through County; and

WHEREAS, County will employ its best efforts to ensure that legal services are provided in the most efficient and professional manner; and

WHEREAS, the Imperial County Transportation Commission, administrator of IVRMA, has in the past utilized services of County to provide services as needed and County and IVRMA desire an arrangement whereby County provides such legal services as deemed necessary by IVRMA, subject to reimbursement by IVRMA.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM. This Agreement shall become effective July 1, 2021 and remain in effect until June 30, 2024. It may be renewed upon the mutual, written, consent of both Parties.

2. TERMINATION. This Agreement may be terminated by either Party, without cause, upon ninety (90) days prior written notice to the other Party.

3. SCOPE OF SERVICES. County Counsel shall provide IVRMA with the following general legal services if such service is authorized by the Executive Director or his/her
designee: act as legal advisor to IVRMA; attend IVRMA public and private meetings on an as-needed basis; provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend training sessions or conferences; provide any additional services necessary for general legal representation. Specifically excluded from the scope of services are matters pertaining to litigation. Any legal services for matters involving litigation shall be provided only after both Parties have agreed in writing to such services being provided.

4. COMPENSATION FOR SERVICES. In consideration of all services rendered by County Counsel, IVRMA agrees to pay County Counsel for the performance of legal services described above. The annual cost of the services shall be five thousand dollars ($5,000.00), to be paid on a quarterly basis of one thousand two hundred fifty dollars ($1,250.00). IVRMA shall also pay for the cost of all appropriate training for attorneys and staff as approved by IVRMA and County Counsel.

5. DELEGATION AND ASSIGNMENT. County and the IVRMA Executive Director may enter into such other subsidiary agreements as may be necessary to implement and effectuate the intention of this Agreement and fulfill its purposes; provided, however, no such agreement may change the total amount of obligation payable by IVRMA without the prior approval of IVRMA.

6. INDEMNIFICATION.
   a. IVRMA agrees to indemnify, defend, and hold County harmless from any and all claims or lawsuits that may be made against County which arise out of any action or decision made by County as part of its statutorily prescribed duties and which lawsuit may be premised upon the activities of an employee provided by County under this Agreement. If any judgment is rendered against County in any such lawsuit, IVRMA shall, at its own expense, satisfy and discharge any judgment.
   
   b. The foregoing duty to indemnify shall not be applicable if the action of the employee that gives rise to the claim or lawsuit is performed while the employee is acting on behalf of County and not IVRMA.
c. Notwithstanding the limitations of any insurance, County shall indemnify, protect, and hold harmless IVRMA and its authorized agents, officers, volunteers, and employees from and against any and all claims, liabilities, or actions arising from County’s negligent acts or omissions in the administration of this Agreement and for any costs or expenses incurred by IVRMA on account of any claim thereof.

7. NOTICE. All notices to either Party shall be in writing and either sent through the United States Mail, certified, and return receipt requested; or personally delivered. The notice shall be effective upon date of personal delivery or date of mailing. Notices shall be sent or delivered to:

**IVRMA:**
Imperial Valley Resource Management Agency
300 S. Imperial Ave., Ste. 6
El Centro, CA 92243

**Imperial County:**
Imperial County Executive Office
940 Main Street, Suite 208
El Centro, CA 92243

and

Imperial County Office of the County Counsel
940 Main Street, Suite 205
El Centro, CA 92243

8. WAIVER. Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of the Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or breach shall not be considered a modification of the terms of this Agreement.
9. **SEVERABILITY.** If any provision of this Agreement is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement.

10. **MODIFICATION.** This Agreement may not be modified except upon the mutual written consent of the Parties.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the provision of administration of services under this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the Parties hereto.

**IMPERIAL COUNTY:**

By: ___________________________
    MICHAEL W. KELLEY
    Chairman of the Board of Supervisors

**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY:**

By: ___________________________
    CHERYL VIEGAS-WALKER
    Chair of the Board

**ATTEST:**

By: ___________________________
    BLANCA ACOSTA
    Clerk of the Board of Supervisors

**ATTEST:**

By: ___________________________
    CRISTI LERMA
    Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**

By: ___________________________
    ADAM G. CROOK
    County Counsel

By: ___________________________
    ERIC HAVENS
    Assistant County Counsel