

George Nava
City of Brawley
Chair
Cheryl Viegas-Walker
City of El Centro
Vice-Chair
Rosie Arreola-Fernandez
City of Calexico
Maria Nava-Froelich
City of Calipatria
Mike Goodsell
City of Holtville
Robert Amparano
City of Imperial



Luis Plancarte
County of Imperial
Ryan Kelley
County of Imperial
Ana Beltran
City of Westmorland
Mark Baza
Imperial County Transportation Commission
/Administrator
Cristi Lerma
Board Secretary

300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: 1-877-RECYCLE
FAX: (760) 337-3184
www.ivrma.org

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY AGENDA

REMOTE PARTICIPATION ONLY

WEDNESDAY, SEPTEMBER 29, 2021
6:00 PM (OR AFTER ICTC, LTA OR SAFE)

CHAIR: CHERYL VIEGAS-WALKER

VICE CHAIR: ROSIE ARREOLA-FERNANDEZ

Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting ICTC offices at (760) 592-4494. Please note that 48 hours advance notice will be necessary to honor your request.

To participate on your computer via Zoom Meeting:

<https://us06web.zoom.us/j/82659788356?pwd=ZzhaNjdqWS8vNUg2RnYvY0tKMzE5QT09>

To participate via phone dial (720) 707-2699

Meeting ID: 826 5978 8356

Passcode: 914058

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, September 28, 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. REPORTS

A. IVRMA Program Report Page 3

IV. ACTION CALENDAR

A. Motor Vehicle Network Contract Agreement, Imperial Valley Resource Management Agency Page 8

The ICTC Management Committee met on September 8, 2021, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Approval to renew the Contract with the Motor Vehicle Network (MVN) for the period of 12 months at the monthly rate of \$900.00 and continue advertising, in English and Spanish, at the local Department of Motor Vehicles in the Cities of Brawley and El Centro.

B. Richard W. McManus Lease Agreement, Imperial Valley Resource Management Agency Page 9

The ICTC Management Committee met on September 8, 2021, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Approve the 2-year with an additional 1-year option Lease Agreement with Richard W. McManus Living Trust (Landlord) at the location of, 300 S. Imperial Avenue, Suite 6, El Centro, California beginning November 1, 2021, through October 31, 2024, with a monthly installment of \$975.00 due on the first day of each month.
2. Authorize the Executive Director or his designee to sign the lease agreement.

V. ADJOURNMENT

- A. Motion to adjourn

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND COUNTY OF IMPERIAL



AGENDA REPORT

TO: IVRMA Board Members and City / County Managers
FROM: Daveline Villaseñor, Project Manager
SUBJECT: IVRMA Board Meeting
MEETING DATE: September 22, 2021

Waste Tire Amnesty Grant (TA5) Amendment: IVRMA received a one-year extension to complete the Waste Tire Amnesty Grant (TA5) on August 26, 2021. The new grant term end date will be September 29, 2022. Attached is a copy of the approved Grant Agreement - Amendment 1. The grant funds the collection, removal, transportation, recycling, and disposal of waste tires collected at the local City Clean Up Events. Since the beginning of this grant's cycle, in November 2019, IVRMA has participated in over 20 events in correlation with the franchised hauler and cities collecting over 6,000 tires.

September City Clean-Up Events: IVRMA will be participating in correlation with the franchised hauler and the Cities at the following events during the month of September 2021. The City of Holtville will be hosting a clean-up event on Saturday, September 04, 2021 at 2199 Bonds Corner Rd. in Holtville CA from 6:30 a.m. to 12:00 p.m. The City of Calipatria will be hosting a clean-up event on Saturday, September 18, 2021 at 525 S Sorenson Ave. in Calipatria, CA from 8:00 a.m. to 12:00 p.m. See attached flyer.

Electronic Annual Review (EAR2020): IVRMA has submitted the 2020 Electronic Annual Review in representation of all (8) jurisdictions. The annual report describes the progress a jurisdiction has made in achieving the requirements of the *Integrated Waste Management Act*, (AB 939, Chapter 1095, Statutes of 1989). The EAR collects information of the jurisdiction's SRRE and HHWE diversion programs, recycling programs at large venues and events, and SB1826 Mandatory Commercial Organics Recycling progress.

Annual Form 303 Household Hazardous Waste Collection Report: Imperial Valley Resource Management Agency has begun the collection of data required to submit and complete the Form 303. The information reported is the collected amounts of Household Hazardous Waste (HHW), including Universal Waste (UW) and other related waste collected for the period of July 1 through June 30 throughout the (3) three HHW Facilities located in Brawley, El Centro and Calexico. The reporting form is due October 01, 2021.

IVRMA Facebook Social Media Page: IVRMA would like to share our new Facebook Page with you! This social media page provides residents with information on the services available and updates on current events supporting sustainable programs for waste reduction, reuse, recycling, and household hazardous waste management. We would like to encourage you to share our link with friends and family. We are available to answer and assist with any questions regarding the household hazardous waste and other services available. Please click on the link below:

<https://www.facebook.com/Imperial-Valley-Resource-Management-Agency-IVRMA->

Advertising AB341 Mandatory Commercial Recycling (MCR):

The Motor Vehicle Network (RNS) has updated the video current playing at the City of Brawley and El Centro Department of Motor Vehicles. The video funded through the City County Payment Program Grant plays every 15 minutes in English and Spanish promoting CalRecycle's mandate, AB341 Mandatory Commercial Recycling (MCR). Please see the link below for the English version:

<https://youtu.be/B38XktaTLaA>

CalRecycle On-Site Visit :

Every year CalRecycle conducts an on-site assessment of each jurisdiction. CalRecycle is expecting to visit the Imperial Valley jurisdictions during the month of October 2021. IVRMA and CalRecycle have been working closely with each jurisdiction readiness on SB1383, Organic Waste Methane Emissions Reductions programs. During their visit they will review the programs and implementation planning for the City's residents and Commercial Businesses on organic recycling and food recovery programs.

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 7/16)

GRANT NUMBER TA5-19-0029 Amend 1
--

NAME OF GRANT PROGRAM 2019-20 Local Government Waste Tire Amnesty Grant	
GRANTEE NAME Imperial Valley Resource Management Agency	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$64,000.00
TERM OF GRANT AGREEMENT FROM: July 01, 2019	TO: September 30, 2021 September 29, 2022

The Department of Resources Recycling and Recovery (CalRecycle) and Imperial Valley Resource Management Agency (the "Grantee"), in mutual consideration of the promises made herein, agree to the above reference agreement is amended as follows

- **Grant Term and Final Payment Request Date extended to September 29, 2022**
- **Exhibit B – Procedures and Requirements, Amended July 2021**
- **Payment Address Updated**

All other terms, conditions, and requirements remain the same.

This agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CalRecycle		GRANTEE'S NAME (PRINT OR TYPE) Imperial Valley Resource Management Agency	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY: Sarah Keck <small>Digitally signed by Sarah Keck Date: 2021.08.31 16:44:22 -07'00'</small>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) Daveline Villaseñor <small>Digitally signed by Daveline Villaseñor Date: 2021.08.31 14:17:36 -07'00'</small>	
TITLE Deputy Director, CalRecycle	DATE Aug 31, 2021	TITLE Project Manager	DATE Aug 26, 2021
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Imperial Valley Resource Management Agency 300 S Imperial Avenue, Suite 44 Suite 6 EI Centro, CA 92243	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	FISCAL YEAR/PROGRAM 2019-20 Local Government Waste Tire Amnesty Grant		FUND TITLE TIRE	
	CHAPTER 23	STATUTE YEAR 2019	FISCAL YEAR 2019-20	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$64,000.00	ORG CODE 3970	REFERENCE 101	FUND 0226	ENACTMENT YEAR 2019
	CalSTRS Object of Expenditure			
TOTAL AMOUNT ENCUMBERED TO DATE \$64,000.00	INDEX 7820	PCA G3501	OBJECT 702	
	FISCAL Comparable Expenditure Information			
	REPORTING STRUCTURE 39707820	PROGRAM (PGM-SUB-TSK) 3700000219	ACCOUNT/ALT ACCOUNT 5432000	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above

SIGNATURE OF CALRECYCLE BUDGET OFFICE Dalma Gomez <small>Digitally signed by Dalma Gomez Date: 2021.08.26 08:25:01 -07'00'</small>	DATE Aug 26, 2021
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Imperial Valley Resource Management Agency will be available at the 2021 Holtville Community Clean-Up

Held at 2199 Bonds Corner Rd, Holtville CA



Saturday September 4th, 2021

6:30am - 12:00pm

HOLTVILLE RESIDENTS ONLY



Must Show proof of residency (Utility Bill or Driver's License)

We are accepting the following items:

FREE COLLECTION of Computers-Monitors-TVs

**Passenger and Light Truck Tires
(Rims Accepted)**

NO TIRES FROM TIRE BUSINESSES!!!

No more than 9 tires without a

Written Exemption from the

Local Environmental Agency

(442) 265-1888



For more information call 760-337-4537 or 1-877-RECYCLE (1-877-732-9253)
www.ivrma.org

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Funded by Grant from Cal Recycle





Imperial Valley Resource Management Agency will be available at the

2021 Calipatria Community Clean-Up

Located at 525 S Sorenson Calipatria, CA

Saturday September 18th 2021

8:00am - 12:00pm

Calipatria Residents Only



Must Show proof of residency (Utility bill or Driver's License)

We are accepting the following items:

**FREE COLLECTION of computers-monitors-TVs
and Passenger and Light Truck Tires
(Rims Accepted)**

NO TIRES FROM TIRE BUSINESSES!!!

**No more than 9 tires without a Written Exemption
from the Local Environmental Agency
(442) 265-1888**



**For more information call 760-337-4537 or 1-877-RECYCLE (1-877-732-9253)
www.ivrma.org**

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Funded by Grant from Cal Recycle



IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND COUNTY OF IMPERIAL



September 9, 2021

Cheryl Viegas-Walker, Chair
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 06
El Centro, CA 92243

SUBJECT: Motor Vehicle Network Contract Agreement

Dear Board Members:

IVRMA would like to request the approval to renew the agreement with the Motor Vehicle Network (MVN) for the period of 12 months at the monthly rate of \$900.00. MVN advertises in, English and Spanish, at the local Department of Motor Vehicles (DMV) in the Cities of Brawley and El Centro. The advertising is a requirement of CalRecycle's mandate AB341 Mandatory Commercial Recycling (MCR).

On an annual basis the El Centro DMV has 196,074 visitors and the Brawley DMV has 158,629 visitors. The video replays four (4) times every 60 minutes. Residents have the opportunity to view the information advertised more than once during their wait at the DMV.

The City County Payment Program Grant has approved the advertising sum of \$10,800.00 for each fiscal grant year 2019-2020 through 2021-2022. In consideration of the available funds, IVRMA is currently researching additional options for advertisement.

The Management Committee met on September 8, 2021, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Approval to renew the Contract with the Motor Vehicle Network (MVN) for the period of 12 months at the monthly rate of \$900.00 and continue advertising, in English and Spanish, at the local Department of Motor Vehicles in the Cities of Brawley and El Centro.

Sincerely,

David Aguirre
ICTC Program Manager

MB/da/dv/cl

**IVRMA
BOARD MEMBERS**

CHAIR

Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR

**Rosie Arreola-
Fernandez**
City of Calexico

George Nava
City of Brawley

Maria Nava-Froelich
City of Calipatria

Mike Goodsell
City of Holtville

Robert Amparano
City of Imperial

Ana Beltran
City of Westmorland

Ryan Kelley
County of Imperial

Luis Plancarte
County of Imperial

Mark Baza
*Imperial County
Transportation
Commission (ICTC)
Administrator*

Daveline Villaseñor
Project Manager

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
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**IVRMA
BOARD MEMBERS**

September 9, 2021

CHAIR

Cheryl Viegas-Walker
City of El Centro

Cheryl Viegas-Walker, Chair
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 06
El Centro, CA 92243

VICE-CHAIR

**Rosie Arreola-
Fernandez**
City of Calexico

SUBJECT: Richard W. McManus Lease Agreement

George Nava
City of Brawley

Dear Board Members:

Maria Nava-Froelich
City of Calipatria

IVRMA would like to request the approval to enter into a 2-year with an additional 1-year option (potential 3-year total years) Lease Agreement with Richard W. McManus Living Trust (Landlord) at the location of, 300 S. Imperial Avenue, Suite 06, El Centro, California.

Mike Goodsell
City of Holtville

Section IV of the agreement states the monthly rent schedule from November 1, 2021, to October 31, 2024, will be \$975.00 per month. The lease reflects an increase of \$25.00 per month since 2018.

Robert Amparano
City of Imperial

The Management Committee met on September 8, 2021, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

Ana Beltran
City of Westmorland

1. Approve the 2-year with an additional 1-year option Lease Agreement with Richard W. McManus Living Trust (Landlord) at the location of, 300 S. Imperial Avenue, Suite 6, El Centro, California beginning November 1, 2021, through October 31, 2024, with a monthly installment of \$975.00 due on the first day of each month.
2. Authorize the Executive Director or his designee to sign the lease agreement.

Ryan Kelley
County of Imperial

Sincerely,

Luis Plancarte
County of Imperial

David Aguirre
ICTC Program Manager

Mark Baza
*Imperial County
Transportation
Commission (ICTC)
Administrator*

MB/da/dv/cl

Daveline Villaseñor
Project Manager

LEASE AGREEMENT

THIS LEASE is made this ___ day of _____ between the Richard Weir McManus Living Trust (Landlord), whose address is 593 W. Main Street, El Centro, CA 92243, and Imperial Valley Resource Management Agency (IVRMA), (Tenant) whose address is 300 South Imperial Avenue, Ste 6, El Centro, CA 92243, who agree as follows: This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of the premises known as **300** South Imperial Ave., El Centro, California.
2. Tenant is willing to lease suite #6 in the premises from landlord pursuant to provisions stated in this Lease.
3. Tenant wishes to lease the premises of approximately 1,000 square feet for purposes of operating a resource management agency.
4. Tenant has examined the premises and is fully informed of their condition.

I

Agreement. Landlord leases to Tenant and Tenant leases from Landlord the premises above-described and appurtenant rights hereinbelow set forth.

II

Appurtenant Rights. The appurtenant rights referred to in this Lease shall include Tenant's non-exclusive use of common areas designated by Landlord from time to time for the general use and convenience of Tenant and other tenants of the building located at 300 South Imperial Avenue, El Centro, California, their respective authorized representatives and invitees. Common areas shall include pedestrian walkways, landscaped areas, sidewalks, restrooms, and parking areas. However, Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, and use of said common areas, and to close any common areas for maintenance purposes. Tenant to be notified by letter of said rules and regulations that apply to the use of common areas

by all tenants and to a misuse of common areas by an individual tenant. Disregard of a written notice from Landlord to Tenant about a misuse will subject Tenant to termination of lease upon 30 days written notice.

III

Term. The term of this Lease shall commence on **November 1, 2021**, and shall expire on **October 31, 2024**.

IV

Rent. The Tenant agrees to pay to Landlord as rent for the leased premises the total sum of **\$35,100.00** payable in **36** monthly installments of **\$975.00** on the first day of each month during the term hereof. Payment installments to be made to: **Richard McManus**.

V

Late Charge. A late charge of **\$100.00**, which shall be considered additional rent, will apply if the rent is not received by the **10th** of the month. If landlord receives an NSF rent check from tenant, future rent payments must be made in cash or by cashier's check.

VI

Security Deposit. Tenant has paid a deposit with Landlord of **995.00** as a security deposit for the performance by Tenant of the provisions of this Lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. If Tenant is not in default at the expiration or termination of this Lease, and after deducting the cost of any cleaning, repairs, and repainting necessitated by Tenant's occupancy, Landlord shall return the balance of the security deposit to Tenant.

VII

Personal Property Taxes. Tenant shall pay before delinquencies all taxes, assessments, license fees and other charges (“taxes”) that are levied and assessed against Tenant’s personal property installed or located in or on the premises and that become payable during the term.

VIII

Use. Tenant shall use the premises only for the purposes above described, and for no other purpose without Landlord’s consent. Tenant shall not do, bring or keep anything in or about the premises that will cause a cancellation of any insurance covering the building in which the premises is located. If the rate of any insurance carried by Landlord is increased as a result of Tenant’s use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium.

Further, Tenant shall comply with all laws concerning the premises or Tenant’s use of the premises, including, without limitation, the obligation at Tenant’s cost, to alter, maintain, or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.

IX

Landlord’s Maintenance. Landlord at its cost shall maintain the air conditioner and be responsible for monthly filter changes. In the event tenant calls landlord for air-conditioner service and no repairs are required, tenant will be billed for the unnecessary service call. A copy of the service company’s invoice stating that no repairs were required will be attached to the tenant’s bill. Landlord shall also maintain the structural parts of the premises, which shall include only the foundations, bearing and exterior walls (excluding glass and doors), sub-flooring and roof, together with unexposed electrical, plumbing and sewage systems, including those portions of the systems lying outside the premises.

X

Tenant’s Maintenance. Except as provided in paragraph IX, Tenant, at its cost, shall maintain in good condition all portions of the premises and Tenant’s personal property, carpet/flooring, fixtures, signs, plate glass, windows/window covering, doors, locks, keys, interior walls, interior ceiling, light fixtures,

light bulbs, light tubes, ceiling fans, smoke detectors, fire extinguishers, and interior electrical. Tenant to handle pest control and maintenance issues occurring inside the premises. Tenant is solely responsible for the installation and maintenance of tenant's phone, fax, and data lines.

XI

Alterations. Tenant shall not make any alterations to the premises without Landlord's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term, or with ten (10) days after termination of the term. If Tenant removes any such alterations, Tenant, at its cost, shall restore the premises to the original condition or a jointly agreed condition. If Tenant makes any alterations to the premises as provided herein, the alteration shall not be commenced until ten (10) days after Landlord has received notice from Tenant stating the date of installation of the alterations, so that Landlord can post and record an appropriate notice of non-responsibility. Tenant shall pay all costs for construction done by it, or caused to be done by it, on the premises as permitted by this Lease, and Tenant shall hold Landlord harmless and free from any lien or claim on account thereof and all other liabilities, claims or demands arising out of any work done or materials supplied to the premises at Tenant's instance, and from all actions, suits, and costs of suit by any person to enforce any such lien or claim of lien, liability or demand, together with the costs of suit and attorney's fees incurred by Landlord in connection therewith.

XII

Utilities. Landlord shall furnish to the building reasonable quantities of water. Janitorial service shall be furnished by the Landlord for the rest rooms and common areas only. Electricity shall be furnished by the Tenant. If landlord provides the key to the office to the tenant prior to the beginning date of the lease in order that tenant may prepare the office for tenant's use, tenant must change the electrical service to tenant's name on that same day.

XIII

Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in or about the premises, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the acts or omissions of Landlord or its authorized representatives.

XIV

Insurance. Tenant at its cost shall maintain liability insurance, including where appropriate, products liability insurance, with liability limits of not less than one million (\$1,000,000.00.) dollars per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises, and including landlord as an additional insured. Tenant shall furnish appropriate evidence of such insurance coverage. Such evidence of insurance shall provide for notification of Landlord in the event of cancellation of such insurance. Tenant shall also maintain, at its cost, insurance on all its personal property, improvements, and alterations located on the leased premises, which insurance shall provide All Risk type coverage. Tenant shall carry workers compensation insurance covering all employees of Tenant. All insurance policies carried by Tenant shall include a provision whereby the insurer waives its rights of subrogation against Landlord.

XV

Landlord's Fire Insurance. Landlord at its cost shall maintain on the building and other improvements in which the premises are located a policy of standard fire and extended coverage insurance.

XVI

Destruction of the Premises. If during the term, the premises or the building and other improvements on which the premises are located are totally or partially destroyed from cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building or other improvements on which the premises are located to substantially the same condition as they were immediately before destruction, if restoration can be made under existing laws and can be completed within

ninety (90) working days after the date of the destruction. Such destruction, in that event, shall not terminate this Lease. If the restoration cannot be made in the time stated in this paragraph, then this Lease shall terminate.

XVII

Condemnation. If, by the exercise of any governmental power, whether by legal proceedings or otherwise, a governmental authority condemns the premises, or if Landlord, under threat of condemnation, sells or transfers the premises to any condemnor, this Lease shall terminate on the date the condemnor has the right to possession of the property being condemned. The award shall belong to and be paid to Landlord, except that Tenant shall receive from the award a sum attributable to Tenant's improvements or alterations made to the premises by Tenant in accordance with this Lease, which Tenant has the right to remove from the premises pursuant to the provisions of this Lease but elects not to remove.

XVIII

Assignment, Subletting and Encumbering. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the premises or sublease all or any part of the premises, or allow any other person or entity to occupy or use all or any part of the premises, without first obtaining Landlord's written consent. Any assignment, encumbrance, or sublease without Landlord's written consent shall be violable and, at Landlord's election, shall constitute a default. Sub-lessee to pay rent to tenant and tenant to continue to pay full lease payment to landlord. Sub-lessee is responsible for all matters for which tenant is responsible under this lease. Tenant shall not sublet the premises if tenant is a month to month tenancy.

XIX

Signs. Tenant, at Tenant's expense, shall install a sign on each side of the existing illuminated sign on Imperial Avenue to advertise its business on the premises subject to Landlord's approval of wording and color. Tenant shall not have the right to place, construct, or maintain any other sign, advertisement, awning, or banner or other exterior decoration without Landlord's consent.

XX

Tenant's Default. Tenant must pay full rent without offsets monthly. Should Tenant fail to pay rent in full when due, abandon, or vacate the premises, or, within thirty (30) days after notice thereof, fail to cure any other default under the terms hereof, Landlord shall have the remedies hereinbelow set forth, which remedies are not exclusive, but are cumulative in addition to any other remedies now or later allowed by law:

Landlord can continue this Lease in full force and effect and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due, and rent the premises to a new tenant during the period Tenant is in default, for a period shorter or longer than the remaining term of this Lease, in which event Tenant shall pay to Landlord the rent due under this Lease less the rent Landlord receives from a new tenant during the remaining term of Tenant's lease.

XXI

Attorney's Fees. If any action is commenced for breach of covenant or condition of this Lease or for any rent or for the possession of the premises, or if the Landlord necessarily intervenes in or becomes a party to any action or actions occurring out of this Lease in order to protect his rights, then the losing party shall pay to the prevailing party a reasonable attorney's fee in such action or actions, which fees shall be fixed by the Court as a part of the costs thereof.

XXII

Waiver. No modification, alteration or waiver of term, covenant, or condition of this Lease shall be valid unless in writing, subscribed by Landlord. No waiver of a breach of any covenant or condition shall be construed to be a waiver of any succeeding breach.

XXIII

Sale or Transfer by Landlord. If Landlord sells or transfers all or any portion of the building, other improvements or land of which the premises are a part, Landlord, on consummation of the sale or

transfer, shall be released from any liability thereafter accruing under this Lease, if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer the security deposit or prepaid rent to Landlord's successor and on such transfer, Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

XXIV

Lease renewal. If tenant does not sign a new lease at least 30 days prior to the expiration of tenant's existing lease, it is agreed that tenant will be holding over at a rental rate in the amount of the existing rent plus one hundred dollars on a month-to-month basis, terminable on 30 days written notice given at any time by either party. If tenant intends to vacate the premises instead of signing a new lease or holding over, tenant must give written notice at least 30 days prior to the expiration of tenant's lease.

XXV

Surrender of Premises. Tenant shall surrender to the Landlord the premises and all Tenant's improvements and alterations in good condition (ordinary wear and tear excepted), except for the alterations that Tenant has the right to remove or is obligated to remove under the provisions of this Lease.

XXVI

Bankruptcy. Should Tenant be adjudged bankrupt or make an assignment for the benefit of creditors, or if an attachment or execution is levied upon Tenant's property, such event shall be deemed to be a breach of this Lease by Tenant, and Landlord shall have all the rights herein provided in the event of such breach, including the right, at Landlord's option, to terminate this Lease immediately and enter said premises and remove all persons and property therefrom.

XXVII

Parking. Tenant, tenant's employees, and tenant's clients are allowed to occupy 1 parking space for every 250 square of office space that tenant has leased, as indicated on page 1 of this lease. When leaving the premises after 8 pm when security locks the gates, tenant is responsible for relocking the gates.

XXVIII

Time. Time is of the essence of each provision of this Lease.

XXIX

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties. This Lease shall be binding on and inure to the benefit of the parties and their successors.

IN WITNESS WHEREOF the parties have executed this Lease Agreement on the day, month and year first above written.

LANDLORD:

Richard Weir McManus Living Trust

By: _____

Richard McManus

Its: Trustee

Date: _____

TENANT:

Imperial Valley Resource Management Agency

By: _____

Its: _____

Date: _____