

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
David Aguirre
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 PARTICIAPATION ONLY

WEDNESDAY, JANUARY 26, 2022
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 click on the following link:

<https://us06web.zoom.us/j/86892542862?pwd=N3orUG1rNWk1b2FiS1NJSdNPaWd4Zz09>

To participate via phone dial (253) 215-8782

Meeting ID: 868 9254 2862 #

Passcode: 966816 #

I. CALL TO ORDER AND ROLL CALL

II. ACTION CALENDAR

- A. Adopt resolution authorizing remote teleconference meetings in accordance with Assembly Bill 361 Page 3

With IVRMA's Counsel's direction, the Interim Executive Director forwards this item to the Board for their review and approval after public comment, if any:

1. Approve the resolution of the Imperial Valley Resource Management Agency authorizing remote meetings in accordance with the provisions of the State Assembly Bill (AB) 361.
2. Authorize the Chairperson to sign the resolution.

III. PUBLIC COMMENTS

If any member of the public wishes to address the Board, please submit written comments by 5 p.m. on Tuesday, January 25, 2022. 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. 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>.

IV. REPORTS

- A. IVRMA Program Report Page 5

V. ACTION CALENDAR

- A. Extension of Lease between the Imperial Valley Landfill, Inc. and Imperial Valley Resource Management Agency Page 8

The ICTC Management Committee met on January 12, 2022, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

- 1. Approve a new ten (10) year extension to the Lease Agreement with Imperial Valley Landfill, Inc. at a rate of one dollar (\$1.00) a year. Said lease extension would commence on January 26, 2022 and expire January 25, 2032.

VI. ADJOURNMENT

- A. Motion to adjourn

**RESOLUTION OF THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
AUTHORIZING REMOTE MEETINGS IN ACCORDANCE WITH THE PROVISIONS
OF STATE ASSEMBLY BILL 361.**

RESOLUTION NO. _____

WHEREAS, the County of Imperial is committed to preserving and nurturing public access and participation in meetings of the Imperial Valley Resource Management Agency and other public meetings subject to the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, with the adoption of State Assembly Bill 361 (“AB 361”), section 54963(e) of the California Government Code was amended to make provisions for remote teleconferencing participation in meetings by members of a local legislative body, without compliance with the requirements of 54953(b)(3) of the California Government Code, subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to section 8625 of the California Government Code, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in section 8558 of the California Government Code; and

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under 8625 of the California Government Code, that a state of emergency exists with regard to the novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021, did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to section 8629 of the California Government Code to lift the state of emergency, either by proclamation or by concurrent resolution in the State Legislature; and

WHEREAS, the Local Health Officer for the County of Imperial has recommended that the local legislative bodies that are subject to the Brown Act continue to meet remotely when possible, and that social distancing continues to provide a means by which to reduce the transmission of COVID-19; and

WHEREAS, Imperial Valley Resource Management Agency believes that it is in the best interest of the public to continue holding remote meetings during the existing state of emergency in accordance with the requirements of AB 361.

NOW, THEREFORE, the Imperial Valley Resource Management Agency resolves as follows:

- (1) The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- (2) A proclaimed state of emergency exists as a result of the COVID-19 pandemic.
- (3) The Local Health Officer recommends that all local legislative bodies local legislative bodies that are subject to the Brown Act continue to meet remotely when possible, and that social distancing continues to provide a means by which to reduce the transmission of COVID-19
- (4) The staff of the Imperial Valley Resource Management Agency are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including implementing social distancing measures at meetings, and conducting meetings in accordance with section 54953(e) of the California Government Code, and other applicable provisions of the Brown Act.
- (5) This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the Imperial Valley Resource Management Agency takes action to extend the time during which it may continue to meet remotely without compliance with section 54953(b)(3) of the California Government Code.

PASSED AND ADOPTED by the Imperial Valley Resource Management Agency, County of Imperial, State of California, this _____, by the following roll call vote:

Agency	Yes	No	Abstain	Absent
Brawley				
Calexico				
Calipatria				
El Centro				
Holtville				
Imperial				
Westmorland				
County of Imperial				
County of Imperial				

 CHERYL VIEGAS-WALKER
 Chair

ATTEST:

 CRISTI LERMA
 Secretary to the Commission

For a full list of items received visit the IVRMA website at ivrma.org.



IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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

PROGRAM REPORT

TO: IVRMA Board Members and City / County Managers
FROM: Daveline Villaseñor, Project Manager
SUBJECT: IVRMA Board Meeting
MEETING DATE: January 26, 2022

- 1. City County Payment Program (CCPP):** The Department of Resources Recycling and Recovery (CalRecycle) has announced the [Notice of Funds Available: Beverage Container Recycling City/County Payment Program \(FY 2021-22\) \(ca.gov\)](#). CalRecycle will be distributing \$10,500,000 in fiscal year 2021-22 to eligible cities and counties in California specifically for beverage container recycling and litter cleanup activities. Cities are eligible to receive a minimum of \$5,000 and counties are eligible to receive a minimum of \$10,000 per grant award. This program is available for cities and counties to implement beverage container recycling and litter abatement projects supporting AB 341 Mandatory Commercial Recycling (MCR) requirements. Allocated funding combined between all (8) jurisdictions totals to \$59,331.00 upon approval. IVRMA has submitted the application due on January 18, 2022 and is currently in review status.
- 2. SB 1383 Short-Lived Climate Pollutants (SLCP):** Effective January 1, 2022, CalRecycle's regulations to [meet the organic waste reduction targets for 2020 through 2025](#) take effect and are enforceable. The Department of Resources Recycling and Recovery (CalRecycle) is administering a one-time grant program meant to provide aid in the implementation of regulations adopted required to comply with SB1383 (SLCP). This non-competitive grant program provides \$57,000,000 of funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383, including but not limited to: Capacity Planning, Collection, Edible Food Recovery, Education and outreach (includes organic waste & edible food recovery), Enforcement and Inspection, Program Evaluation/Gap Analysis, Procurement Requirements, and Record Keeping. Funds to eligible entities are based on per capita calculations using the Department of Finance's January 2021 population statistics. Applicants must certify they will adopt a Mandatory Organic Waste Disposal Reduction Ordinance to CalRecycle by April 1, 2022, or they will be disqualified. The deadline to apply is February 1, 2022.
- 3. CalRecycle Local Assistance Compliance Review:** CalRecycle Local Assistance and Market Development (LAMD), Haley Aumiller and Jill Larner, CalRecycle Supervisor, completed the annual Local Assistance Compliance Review during the week of November 15th thru 19th 2021. The review focused on the updates of AB 341 Mandatory Commercial Recycling (MCR) and SB 1826 Mandatory Commercial Organics Recycling (MORE) Plan established for all Jurisdictions on December 2020. The plan consists of monitoring and updates of AB341 & SB1826, SB1383 Enforcement Ordinance development and updates, and the preparation of the Edible Food Recovery requirements, City and Hauler coordination, Monitoring Methodology and Procurement on SB1383 SLCP. On January 5, 2022, CalRecycle forwarded a letter pertaining to the AB939 requirements compliance and status review for the County of Imperial. Noting the efforts of the County, CalRecycle will be monitoring the progress over the next 6 months, until July 1, 2022.
- 4. Household Hazardous Waste (HHW):** The HHW facilities schedule for 2022 is not yet available on IVRMA's website (www.ivrma.org). Imperial Valley residents can drop off (free of charge) their household hazardous waste at the following locations and within the following hours: Brawley & Calexico every other Sunday from

8 a.m. to 12 p.m. - El Centro from 8 a.m. to 12 p.m. every Saturday of the month. For schedule information or verification of items received please feel free to contact our office at (760) 337-4537, Monday through Friday from 8:00 a.m. to 5:00 p.m. or a full list of eligible items can be viewed at the IVRMA website at www.ivrma.org.

5. **HHW Report Form 303:** Household Hazardous Waste Collection Information for FY 2020-2021 was finalized on December 31, 2021 reporting a total of 183,581 lbs. of hazardous waste. Over 177,000 thousand pounds were recycled from the material collected.



Imperial Valley Resource Management Agency will be available at the

2022 El Centro Community Clean-Up

Located at 599 E Main Street El Centro, CA

Saturday January 22, 2022

8:00am - 12:00pm

El Centro residents only



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

We are accepting the following items:

**FREE COLLECTION of Electronic Waste: 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

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

Luis Plancarte
County of Imperial

Ryan Kelley
County of Imperial

David Aguirre
*Imperial County
Transportation
Commission (ICTC)
Administrator*

Daveline Villaseñor
*IVRMA Project
Manager*

January 7, 2022

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

RE: Extension of Lease between the Imperial Valley Landfill, Inc. and Imperial Valley Resource Management Agency

Dear Board Members:

The Imperial Valley Landfill, Inc. and Imperial Valley Resource Management Agency (IVRMA) currently maintains a lease for a portion of the property located at 702 E. Heil Ave. in El Centro, CA 92243. The purpose for the lease between the two entities is to facilitate the operation of the El Centro Permanent Household Hazardous Waste (HHW) collection facility. Imperial Valley Landfill, Inc. is the owner of the property while the Imperial Valley Resource Management Agency operates the facility.

The 1st term of the lease was for a period of ten (10) years and expires on January 25, 2022. The cost of the lease is one dollar (\$1.00) a year. IVRMA would like to request the approval to extend the Lease with the Imperial Valley Landfill Inc. for an additional term of 10 years with the same cost per year. IVRMA and Imperial Valley Landfill, Inc. have not requested any additional modifications to the lease agreement.

The El Centro Permanent Household Hazardous Waste (HHW) collection program provides Imperial Valley residents with a safe, sustainable waste reduction program, to reuse and recycle hazardous waste. The drop-off of HHW material is free of charge to residents.

The ICTC Management Committee met on January 12, 2022, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Approve a new ten (10) year extension to the Lease Agreement with Imperial Valley Landfill, Inc. at a rate of one dollar (\$1.00) a year. Said lease extension would commence on January 26, 2022 and expire January 25, 2032.

Sincerely,

DAVID AGUIRRE
Interim Executive Director

DA/dv/cl

Attachments

1 **FIRST EXTENSION OF**
2 **THE LEASE FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

3 THIS FIRST EXTENSION OF THE LEASE (“Lease”), made and entered into effective
4 _____, 2022, is by and between **IMPERIAL LANDFILL INC.,** an active
5 California corporation (“Landlord”) and the **IMPERIAL VALLEY RESOURCE MANAGEMENT**
6 **AGENCY** (“Tenant” or “IVRMA”) (individually, “Party;” collectively, “Parties”).

7 **RECITALS**

8 **WHEREAS,** Landlord and Tenant entered into that certain Agreement for Services on January 25,
9 2012 (“Agreement”), for waste reduction, reuse, recycling, hazardous waste management, composting and
10 recycled-content purchasing for Imperial Valley citizens in accordance with local, state, and national
11 mandates (“Lease”) attached hereto and incorporated by reference herein as **Exhibit “1”;** and

12 **WHEREAS,** the term of the Lease is set to expire on January 25, 2022 unless the Parties agree in
13 writing to extend the Lease; and

14 **WHEREAS,** paragraph 2(a) of the Lease provides that the Parties may extend the Lease for an
15 additional period of ten (10) years from the original expiration date of the Lease.

16 **NOW, THEREFORE,** in consideration of their mutual covenants, Landlord and Tenant have and
17 hereby agree to the following:

- 18 1. The Lease shall be extended for additional ten (10) years term unless otherwise extended or
19 terminated as provided for under the Lease.
- 20 2. All other terms and conditions of the Lease are and will remain in full force and effect.
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27 [Signatures on the Following Page]

28

1 **IN WITNESS WHEREOF**, the Parties have executed this Lease on the day and year first above
2 written.

3
4 **TENANT:**

5 **IMPERIAL VALLEY RESOURCE**
6 **MANAGEMENT AGENCY**

APPROVED AS TO FORM:
ERIK HAVENS
County Counsel

7
8
9 _____
10 By: CHAIRPERSON
Imperial Valley Resource Management Agency

By: LAYLA SARWARI
Assistant County Counsel

11
12 **ATTEST:**

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14 _____
15 By: CRISTI LERMA
Secretary to the Authority

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17 **LANDLORD:**

18 **IMPERIAL LANDFILL, INC.**

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EXHIBIT "1"

**LEASE FOR HOUSEHOLD HAZARDOUS
WASTE COLLECTION FACILITY**

This lease ("Lease") is made and entered into between Imperial Landfill Inc., an active California corporation ("Landlord") and the Imperial Valley Resource Management Agency ("Tenant" or "IVRMA") (individually, "Party;" collectively, "Parties").

RECITALS

WHEREAS, IVRMA is a joint powers authority organized under California law comprised of the Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial and Westmorland and the County of Imperial; and

WHEREAS, the mission of IVRMA is to develop, implement, and support efficient and sustainable programs for waste reduction, reuse, recycling, hazardous waste management, composting and recycled-content purchasing for Imperial Valley citizens in accordance with local, state, and national mandates; and

WHEREAS, Tenant desires to lease from Landlord a portion of land at Landlord's facility located at 702 East Heil Avenue, El Centro, California as shown on Exhibit A attached hereto and by this reference incorporated herein ("Premises") for the purposes of operating a permanent household hazardous waste ("HHW") collection facility; and

WHEREAS, Landlord will make the Premises available for such use by Tenant, subject to the terms and conditions of the Lease as herein provided.

NOW, THEREFORE, the Parties do mutually agree as follows:

1. RESPONSIBILITIES OF TENANT

Tenant:

a) Shall provide and place at the designated HHW collection facility location modular structures to be used by Tenant for the acceptance and storage of HHW pursuant to the Lease. The structures shall meet or exceed applicable fire and hazardous materials storage requirements and shall otherwise comply in all respects with applicable law.

b) Shall provide all storage and handling equipment necessary for the storage of HHW collected by IVRMA-participating agencies and adequate materials for packing the same.

c) Shall be responsible for collecting HHW from the public and pack, label and manifest the drums for shipment.

d) Shall contract with a licensed hazardous waste hauler to remove and dispose of all HHW collected on a regular basis, at least annually.

e) Shall be responsible for obtaining all necessary permits for the operation of the HHW collection facility.

f) Shall train personnel prior to initiation of collection services, and as necessary thereafter due to changes in law or circumstances, but at least annually.

g) Shall provide the closure assurance required by State law.

h) Shall provide comprehensive public liability insurance in an amount of not less than three million dollars (\$3,000,000) combined bodily injury and property damage liability and such policy shall name Landlord and Tenant as insured as their interests appear. Tenant shall send to Landlord certificates of insurance or receipts or other evidence satisfactory to Landlord showing the payments of all premiums and other charges due thereon.

i) Keep the Premises and all improvements (if any) in good order, condition and repair, clean and secure at all times and shall make or cause to be made all repairs to correct any damage thereto.

2. RESPONSIBILITY OF LANDLORD

Landlord:

a) Agrees to lease the designated HHW collection location to Tenant. The Parties agree that the term of the Lease shall be for a period of ten (10) years commencing on the date of this signed Lease unless terminated as provided herein. Tenant agrees to pay to Landlord annual rent of one dollar (\$1) for each year during the term of this Lease. The Parties agree that Tenant shall, if not then in default of this Lease, have an option to extend the term of this Lease for an additional period of ten (10) years from the original expiration date of this Lease.

b) Shall provide a roll-off box for trash from the facility.

c) Landlord will allow the public and Tenant to have access to the HHW facility on the schedule established by Tenant.

3. INDEMNIFICATION

Tenant agrees to defend, indemnify and hold Landlord, its officers, agents, employees, contractors, tenants, invitees and volunteers (the "Indemnitees") harmless from and against any and all claims, demands, actions, losses, damages, injuries, attorney's fees and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of or in connection with Tenant's occupancy, and/or use of the Premises covered by this Lease, except for any such claim arising out of the sole gross negligence or willful misconduct of the Indemnitees.

4. TERMINATION

This Lease may be terminated by either Party upon six (6) months' written notice to the other Party. Such notice shall be provided by certified U.S. mail. The Lease shall terminate six (6) months after such written notification has been delivered.

5. CLEAN UP OF SITE

Upon the expiration or termination of this Lease, Tenant shall remove any and all of Tenant's equipment, including collection structure, office trailer, storage tanks and drums and any household hazardous waste remaining at the Premises and shall return the Premises to the condition it occupied prior to Tenant's occupancy thereof, clean and free of refuse and debris.

6. COMPLIANCE WITH LAWS; WAIVER OF INTERGOVERNMENTAL IMMUNITY

Tenant shall comply with all local, State and Federal ordinances and statutes that are applicable to this Lease, the Premises and the purposes outlined above. Tenant hereby waives any intergovernmental immunity that would allow non-compliance with ordinances applicable within the City of El Centro.

7. APPLICABLE LAW; VENUE

The Parties hereto agree that this Lease shall be governed by the laws of the State of California, United States of America, and the venue shall be the Superior Court of the State of California, County of Imperial.

8. NOTICE

Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other Party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other Party at the address set forth herein below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing, if mailed as provided in this section.

If to Landlord: Imperial Landfill, Inc.
Derek Ruckman, General Manager
Yuma & Imperial Collection, Landfill, Transfer & MRF
2217 East 13th Street
Yuma, AZ 85365

With a copy to: Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
Attn: General Counsel

If to Tenant: Imperial Valley Resource Management Agency
Robert L. Douthitt, Manager
300 S. Imperial Avenue, Suite 11
El Centro, CA 92243

9. POSSESSORY INTEREST

California Revenue and Taxation Code §107.6 requires that every local public entity lease include a paragraph that states that Tenant recognizes and understands that the lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied upon such interest. Tenant believes and may very well be correct that no tax may be assessed against its consular post because it is exempt. Regardless of whether or not a tax can be assessed, this provision is left in the Lease merely to satisfy the requirements of California Revenue and Taxation Code. Landlord acknowledges that Tenant may be exempt from such taxation.

10. BINDING UPON HEIRS

The covenants and agreements contained in this Lease shall inure to the benefit of and be binding on the Parties hereto, their heirs, legal representatives, successors or assigns. Notwithstanding the foregoing, Tenant may not sublease the Premises or assign this Lease without the advance written consent of Landlord which may be granted or withheld by Landlord in its sole and absolute discretion.

11. SEVERANCE

If any provision of this Lease is determined to be void by a court of competent jurisdiction then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

12. 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, either Landlord or Tenant shall have the right to terminate this Lease.

13. 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.

14. DEFAULT

If Tenant shall default in the due and punctual payment of the Rent, insurance premiums, impositions or any other amounts or rents due under this Lease or any part thereof, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or Tenant shall default in the performance or in compliance with any of the other covenants, agreements or conditions contained in this Lease and such default shall not be cured within thirty (30) days after notice thereof in writing from Landlord to Tenant; or Tenant shall make an assignment for the benefit of its creditors; then and in any such event Landlord shall have the following remedies with respect to the Premises:

Landlord shall have the right terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has for possession of the Premises or arrearages in rent or other damages, re-enter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with applicable law.

15. HAZARDOUS MATERIALS

Tenant shall not do anything throughout the term of this Lease and any extension thereof that will violate any Environmental Laws (defined below). Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord, its parent and subsidiary companies, and their respective directors, officers, employees, and agents and assignees or successors to Landlord's interest in the Premises, their directors, officers, employees, and agents from and against any and all losses, claims, suits, damages, judgments, penalties and liability including, without limitation, (i) all out-of-pocket litigation costs and reasonable attorneys' fees, (ii) all damages (including consequential damages), directly or indirectly arising out of the use, generation, storage, emission, spillage, leakage, presence, migration, release or threatened release or disposal of Hazardous Materials by Tenant, its agents and contractors ("environmental events"), (iii) the cost of and the obligation to perform any required or necessary repair, clean-up, investigation, removal, monitoring, corrective action, closure, post-closure, remediation or abatement, and the preparation of any closure or other required plans, (iv) any personal injury, death, or property damage, arising out of or related to any of the environmental events; and (v) any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding, or order relating to any Hazardous Materials at the Premises or any of the environmental events, to the full extent that such action is attributable, directly or indirectly, to the possession, receipt, use, generation, storage, presence,

emission, spillage, leakage, migration, release or threatened release or disposal of Hazardous Materials by Tenant, its agents and contractors.

For the purpose of this Section 15, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the common law; and any and all state, local or federal laws, rules, regulations and orders pertaining to environmental, public health or welfare matters, as the same may be amended or supplemented from time to time (collectively, the "Environmental Laws"). Any terms mentioned in this Lease which are defined in any applicable Environmental Laws shall have the meanings ascribed to such terms in such laws, provided, however, that if any such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

For the avoidance of doubt, the foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 U.S.C. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify Landlord from Liability thereunder. This provision is in addition to all other provisions in this Agreement and is intended to survive the end of the term of this Agreement. Nothing in this section shall limit Landlord's remedies to pursue cost recovery against any other person or entity.

16. WAIVER

No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that the Party may have hereunder.

17. EXECUTION

This Lease may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. In approving this Lease, it shall not be necessary to produce or account for more than one such counterpart.

18. COMPLETE AGREEMENT

This Lease constitutes the full and complete agreement between the Parties. Any modification must be in writing and shall be signed by both Parties and authorized by the IVRMA Board.

[Remainder of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this Lease this 25 day of January, 2012.

TENANT:

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By [Signature]
Robert L. Douthitt; Manager

ATTEST:

By [Signature]
Board Secretary

APPROVED AS TO FORM:

Office of the City Attorney

By: [Signature]
Kris M. Becker, City Attorney

LANDLORD:

Imperial Landfill, Inc.

By [Signature]
Derek Ruckman, General Manager

CERTIFICATE

The undersigned certifies that she is the duly elected, qualified and acting Secretary of **IMPERIAL LANDFILL, INC.**, a California corporation (the "Corporation") and that attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

Dated: November 30, 2011.


Eileen B. Schuler
Secretary

SCHEDULE A

WHEREAS, the Corporation has or will enter into that certain Lease for Household Hazardous Waste Collection Facility (the "Lease") with Imperial Valley Resource Management Agency (the "Tenant"), pursuant to which the Tenant will lease from the Corporation a portion of land at the Corporation's facility located at 702 East Heil Avenue, El Centro, California, more particularly described in the Lease (the "Property"), for the purposes of operating a permanent household hazardous waste collection facility;

WHEREAS, the Corporation believes it is in the best interest of the Corporation to lease the Property to the Tenant;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be, and hereby is, authorized and directed to enter into the Lease;

FURTHER RESOLVED, that **DEREK RUCKMAN**, as an authorized agent of the Corporation, or any officer of the Corporation is hereby authorized and empowered in the name and on behalf of the Corporation to execute and deliver the Lease and any and all other documents as required in connection with the Lease and in connection with the Corporation's obligations and agreements set forth therein, and to perform all other acts as are necessary, convenient, or proper to carry out the foregoing; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Corporation, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.