

George Nava
City of Brawley
Martha Cardenas-Singh
City of El Centro
Raul Urena
City of Calexico
Maria Nava-Froelich
City of Calipatria
Chairperson
Mike Goodsell
City of Holtville



Robert Amparano
City of Imperial
Vice-Chair
Luis Plancarte
County of Imperial
John Hawk
County of Imperial
Ana Beltran
City of Westmorland
David Aguirre
ICTC-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

LARGE CONFERENCE ROOM
1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243
AND ZOOM MEETING

WEDNESDAY, JUNE 28, 2023
6:00 PM (OR AFTER ICTC, LTA OR SAFE)

CHAIR: MIKE GOODSSELL

VICE CHAIR: LUIS PLANCARTE

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the IVRMA's website: <http://ivrma.org/>

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, please contact the Secretary to the Board at (760) 592-4494 if special assistance is needed to participate in a Board meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

Join Zoom Meeting at <https://us06web.zoom.us/j/82575251903?pwd=cWNGYWJob0E3MjZCdII1Y1Jsd0lsZz09>

To participate via phone, please dial 669-444-9171 and enter the following information:
Meeting ID: 825 7525 1903
Passcode: 345794

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENTS

This is an opportunity for members of the public to address the Board on any subject matter within the Board's jurisdiction, but not an item on the agenda. Any action taken because of public comment shall be limited to direction to staff. Each speaker should contact the Secretary to the Board at (760) 592-4494 or by email to cristilerma@imperialctc.org. When addressing the Board, state your name for the record prior to providing your comments. Please address the Board as a whole, through the Chairperson. Individuals will be given three (3) minutes to address the Board; groups or topics will be given a maximum of fifteen (15) minutes. Public comments will be limited to a maximum of 30 minutes. If additional time is required for public comments, they will be heard at the end of the meeting. Please remember to follow the Public Comment Code of Conduct: No profanity or obscenity, yelling or screaming, no slander or defamatory statements, no personal threats, or attacks, no hateful or demeaning language based on hate of a person's race, religion, sexual orientation, ethnicity, gender, or disability, respect all people that are present or watching, obey the direction of the Chair and Secretary to the Board.

III. CONSENT CALENDAR

- A. IVRMA Board Draft Minutes for April 26, 2023 Page 4

- B. Hunter Employment, LLC Agreement – Fourth Modification Page 7

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the fourth modification to the agreement with Hunter Employment, LLC for the period of July 1, 2023, through June 30, 2024.

- C. Secure E-Waste Solutions (SES) Agreement – Fifth Modification Page 12

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Fifth Modification of the Secure E-Waste Solutions (SES) Agreement for July 1, 2023, through June 30, 2024.

- D. Rubio Tire Co. Agreement Page 18

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to execute the Rubio Tire Co. two-year agreement, for FY 2023-24 and FY 2024-25.

- E. Clean Earth Environmental Services Inc. Fifth Modification Page 39

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to execute the Fifth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2023, to June 30, 2024.

- F. EFR Environmental Services Agreement Page 45

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to execute the EFR Environmental Services. one-year agreement, for July 1, 2023, through June 30, 2024.

IV. ACTION CALENDAR

- A. IVRMA FY 2023-24 Annual Budget Page 65

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Adopt the Draft IVRMA Budget for FY 2023/2024.

V. ADJOURNMENT

III. CONSENT CALENDAR

III. CONSENT CALENDAR

III. CONSENT CALENDAR

A. IVRMA Board Draft Minutes for April 26, 2023

George Nava
City of Brawley
Cheryl Viegas-Walker
City of El Centro
Raul Urena
City of Calexico
Chair
Maria Nava-Froelich
City of Calipatria
Vice-Chair
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

**MINUTES FOR
April 26, 2022**

VOTING MEMBERS PRESENT:

City of Brawley	George Nava
City of Calipatria	Michael Luellen
City of Calexico	Absent
City of Holtville	Mike Goodsell
City of El Centro	Martha Cardenas-Singh
City of Imperial	Robert Amparano
County of Imperial	Luis Plancarte
County of Imperial	John Hawk
City of Westmorland	Ana Beltran via Zoom

STAFF PRESENT: David Aguirre, Cristi Lerma, Maricela Galarza, Angela Delgadillo
OTHERS PRESENT: Eric Havens: Counsel; Rafael Reyes, Ann Fox, Everett Townsend: Caltrans; David Salgado: SCAG

PUBLIC: None

I. CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chair Goodsell at 6:46 p.m. and roll call was taken.

II. PUBLIC COMMENTS

There were none.

III. CONSENT CALENDAR

A. IVRMA Board Draft Minutes for September 28, 2022

A motion was made by *Plancarte* and seconded by *Amparano*. Roll call vote was as follows:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial (P)	Yes
County of Imperial (H)	Yes

IVRMA Board Meeting Minutes

April 26, 2022

Page 2

City of Westmorland	Zoom
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Motion was carried.

IV. ACTION CALENDAR

A. Local Government Waste Tire Amnesty Grant regional application resolution

The ICTC Management Committee met on April 12, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorized the Chairperson to sign the attached resolution.
2. Directed staff to forward the grant documentation to Cal Recycle.

A motion was made by *Plancarte* and seconded by *Luellen*. Roll call vote was as follows:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial (P)	Yes
County of Imperial (H)	Yes
City of Westmorland	Zoom

Motion was carried.

V. ADJOURNMENT

A. The meeting was adjourned at 6:50 p.m.

III. CONSENT CALENDAR

III. CONSENT CALENDAR

III. CONSENT CALENDAR

B. Hunter Employment, LLC Agreement – Fourth Modification

1. Authorize the Chairperson to sign the fourth modification to the agreement with Hunter Employment, LLC for the period of July 1, 2023, through June 30, 2024.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 23, 2023

Mike Goodsell, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Hunter Employment, LLC Agreement – Fourth Modification

Dear Board Members:

IVRMA would like to extend the service agreement between IVRMA and Hunter Employment, LLC. from July 1, 2023, through June 30, 2024. Hunter Employment, LLC currently provides all staffing for IVRMA except for the Project Manager position.

Hunter Employment agrees to continue providing as needed staffing support for the following positions: (1) Administrative Assistant, (1) Accounting Assistant, (1) Waste Management Coordinator I, (1) Waste Management Coordinator II, (1) Waste Management Technician, (2) Recycling Outreach Coordinators and (1) Grade Crew Labor I when requested. Should any of the above-mentioned positions not be utilized, IVRMA will not incur any costs for the positions. The cost of services is covered partially by Membership funds, and partially divided between all the grants that IVRMA receives (e.g., Waste Tire Grant, Tire Amnesty Grant, City/County Payment Program, Used Oil Payment Program). A letter of intent and contract agreement is attached for your review.

The Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the fourth modification to the agreement with Hunter Employment, LLC for the period of July 1, 2023, through June 30, 2024.

Sincerely,

David Aguirre
Executive Director

Attachment

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

1 **MODIFICATION #4 TO AGREEMENT FOR SERVICES**

2 HUNTER EMPLOYMENT SERVICES

3 THIS FOURTH MODIFICATION TO AGREEMENT FOR SERVICES (“Fourth Modification”)
4 made and entered into this ____ day of _____, 2023, is by and between the **IMPERIAL**
5 **VALLEY RESOURCE MANAGEMENT AGENCY** (“IVRMA”) and **HUNTER EMPLOYMENT**
6 **SERVICES, INC.**, an Arizona corporation licensed to do business in California (“CONSULTANT”)
7 (individually, “Party;” collectively, “Parties”).

8 **RECITALS**

9 **WHEREAS**, IVRMA and CONSULTANT entered into that certain Agreement for Services on May
10 22, 2012 through Resolution No. IVRMA 12-06, as first modified on June 24, 2020, second modified on June
11 23, 2021 through Minute Order No. 3F, and third modified on June 22, 2022 through Minute Order No. 4F
12 (“Agreement”), incorporated by this reference as though fully set forth herein; and

13 **WHEREAS**, the extended term of the Agreement is set to expire on June 30, 2023, and the Parties
14 wish to extend the term of the Agreement for an additional one (1) year FY 2023-24; and

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

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

18 “The term of the Agreement shall be from July 1, 2023 to June 30, 2024, for the service of
19 assigning employees.”

20 2. The rates in the Agreement shall be amended as set forth in the letter from CONSULTANT
21 dated March 31, 2023, attached hereto as **Exhibit “A”**.

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY**

CONSULTANT
HUNTER EMPLOYMENT SERVICES,
INC.

6
7
8
9 _____
By: Mike Goodsell
Chair of the Board of Directors

By: Sara K. Villalobos
Vice President

10
11 **ATTEST:**

12
13
14 _____
By: Cristi Lerma
Secretary to IVRMA

15
16 **APPROVED AS TO FORM:**

17
18
19 _____
By: Eric Havens
County Counsel



March 31, 2023

**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.

Below I have provided you with titles, pay rates and billing rates for the coming fiscal year July 1, 2023 to June 30, 2024.

	<u>Salary Rate</u>	<u>Billing Rate</u>	<u>Mark-up%</u>
Administrative Assistant (Angelica Gerardo)	\$16.50	\$26.40	60%
Bookkeeping Adm. Assistant (Sandra Velasquez)	\$18.50	\$29.60	60%
(1) Recycling Outreach Coord. (Clarissa Delgadillo)	\$18.50	\$29.60	60%
(2) Recycling Outreach Coord. (Atenea Leal)	\$17.00	\$27.20	60%
Waste Management Coord. (Sergio A. Castro)	\$20.00	\$34.60	73%
Waste Management Coord. (Leonardo Valenzuela)	\$18.75	\$32.43	73%
Waste Management Technician	\$16.00	\$27.68	73%
Grade Crew Labor	\$16.00	\$27.20	73%

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

III. CONSENT CALENDAR

III. CONSENT CALENDAR

III. CONSENT CALENDAR

C. Secure E-Waste Solutions (SES) Agreement – Fifth Modification

- 1. Authorize the Chairperson to sign the Fifth Modification of the Secure E-Waste Solutions (SES) Agreement for July 1, 2023, through June 30, 2024.**



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 23, 2023

Mike Goodsell, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

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

Dear Board Members:

IVRMA would like to extend the service agreement between IVRMA and Secure E-Waste Solutions (SES) from July 1, 2023, through June 30, 2024. 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; a letter of intent and price list are attached for your review.

IVRMA utilizes SES for the removal and recycling of E-Waste, White Goods, and Universal Waste collected through IVRMA programs and community clean-up events. 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 for this purpose are revenues that IVRMA utilizes to pay for SES's services and for the Household Hazardous Waste (HHW) program operations.

SES also provides White Goods and Universal Waste recycling/disposal services for IVRMA at no additional cost. IVRMA continues to generate revenue from the services provided by SES. The cost of services provided by SES are paid for by recycling revenues and HHW operations revenue. Therefore, the costs associated with the services under this agreement will have no additional impact on the membership budget.

IVRMA intends to complete a formal procurement for the services in the upcoming fiscal year.

The Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Fifth Modification of the Secure E-Waste Solutions (SES) Agreement for July 1, 2023, through June 30, 2024.

Sincerely,

David Aguirre
Executive Director

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

1 **EXTENSION #5 TO AGREEMENT FOR SERVICES**

2 **SES / Secure E-Waste Solutions**

3 THIS FIFTH EXTENSION OF AGREEMENT FOR SERVICES (“Extension #5”), made and
4 entered into effective the ____ day of _____, 2023, by and between the **Imperial Valley Resource**
5 **Management Agency**, a regional agency under California Public Resources Code Section 40970 et al.,
6 (“IVRMA”) and **SES / Secure E-Waste Solutions**, an active California corporation (“CONTRACTOR”)
7 (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

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

13 **WHEREAS**, the term of the Agreement was first extended on May 22, 2019 through IVRMA
14 Resolution No. 19-04 to June 1, 2019, to May 31, 2020, to May 31, 2021, to May 31, 2022, and again to
15 June 30, 2023; and

16 **WHEREAS**, the term of the fourth extension to the Agreement is set to expire on June 30, 2023;
17 and

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

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

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

25 **A.** The term of the Agreement shall be extended for an additional one (1) year, commencing on July 1,
26 2023, and terminating on June 30, 2024, unless otherwise extended or terminated as provided for
27 under the Agreement.

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

1 **IN WITNESS WHEREOF**, the Parties have executed this Extension #5 on the day and year
2 first above written.

3 **IMPERIAL VALLEY RESOURCE**
4 **MANAGEMENT AGENCY**

SES / SECURE E-WASTE SOLUTIONS

5
6
7 By: _____
8 **MIKE GOODSSELL**
9 Chair of the Board of Directors

By: _____
LARRY KURSCHNER
Chief Executive Officer

9 **ATTEST:**

10
11
12 _____
13 By: **CRISTI LERMA**
14 Secretary to IVRMA

14 **APPROVED AS TO FORM:**

15
16
17 By: _____
18 Eric Havens
19 County Counsel



Secure E-Waste Solutions
8810 rehco Rd
Suite C
San Diego, CA 92121

Date
4/13/2023

IVRMA		
Material Type	Unit Price	Units
Payments to Customer		
CRT's	\$ 0.18	lb.
LCD's	\$ 0.18	lb.
UWED Mixed Electronics (No-Charge/No Payment)	\$ -	lb.
Charge to Customer		
Alkaline Batteries Disposal	\$ 1.70	lb.
Ballast PCB	\$ 0.50	lb.
Capacitors - Hazardous	\$ 0.18	lb.
Florescent Tubes Disposal	\$ 3.00	lb.
Toner & Ink Cartridges Disposal	\$ 0.50	lb.
Paper to be Shredded	\$ 0.50	lb.

Imperial Valley Resource Management Agency
Maricela Galarza; Project Manger
300 S Imperial Ave, Suite #6
El Centro, CA Zip 92243



Secure E-Waste
Solutions

March 28th, 2022

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,

A handwritten signature in blue ink, appearing to read 'Juan Marquez', is written over the word 'Sincerely,'.

Juan Marquez
General Manager
W. 858-909-0802
C. 619-517-6565
F.858-252-6708
Juan@sesrecycling.com
www.sesrecycling.com

SES Secure E-Waste Solutions - 8810 Rehco rd, Suite #C San Diego CA 92121 Solutions@sesrecycling.com

III. CONSENT CALENDAR

III. CONSENT CALENDAR

III. CONSENT CALENDAR

D. Rubio Tire Co. Agreement

- 1. Authorize the Chairperson to execute the Rubio Tire Co. two-year agreement, for FY 2023-24 and FY 2024-25.**



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 23, 2023

Mike Goodsell, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Rubio Tire Co. Agreement

Dear Board Members:

IVRMA has developed a two-year service agreement between IVRMA and Rubio Tire Co. for the proper recycling/disposal of waste tires as part of the operations of two of IVRMA's waste tire grants (e.g., Waste Tire Grant and Tire Amnesty Grant). IVRMA currently implements two waste tire programs as follows.

- The Waste Tire Grant is associated with the collection of illegally dumped tires around the Imperial County region. IVRMA staff collects tires that have been unlawfully abandoned across the County of Imperial. IVRMA works municipalities, public works departments, law enforcement agencies and the IID to provide tire-collecting services and recover tires that have been unlawfully disposed of within their respective localities.
- The Tire Amnesty Grant is associated with the waste tires that are collected from residents for free in Imperial County by virtue of community clean-up events. IVRMA participates in community clean-up events coordinated by local trash haulers, in addition, IVRMA coordinates its own events to increase the collection of waste tires from Imperial County residents to reduce the illegally dumping of tires.

The collected waste tires are required to be properly disposed of/recycled. Fees associated with this contract are as follows, \$4.50 per tire for disposal/recycling services. The cost of services is covered by the Waste Tire Grant and Tire Amnesty Grant. Therefore, the costs associated with the services under this agreement will have no impact on the membership budget. A letter of intent is attached for your review.

IVRMA only pays Rubio Tire Co. when services are requested and provided. The agreement is essential for the continued operations of the State Waste Tire Grants.

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

Mike Goodsell, Chairperson (2)
Imperial Valley Resource Management Agency

June 23, 2023

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to execute the Rubio Tire Co. two-year agreement, for FY 2023-24 and FY 2024-25.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Aguirre', with a stylized flourish at the end.

David Aguirre
Executive Director

Attachment

1 **AGREEMENT FOR SERVICES**

2 **JORGE RUBIO**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2023, is by and between the **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY** (“IVRMA”) and **JORGE RUBIO dba Rubio Tire Co.**, a sole
6 proprietorship (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **W I T N E S S E T H**

8 **WHEREAS**, IVRMA desires to retain a qualified individual, firm or business entity to provide
9 professional collection, transportation, and waste tire disposal services (“the Project”); and

10 **WHEREAS**, IVRMA desires to engage CONSULTANT to provide services by reason of its
11 qualifications and experience for performing such services, and CONSULTANT has offered to provide the
12 required services for the Project on the terms and in the manner set forth herein.

13 **NOW, THEREFORE**, IVRMA and CONSULTANT have and hereby agree to the following:

14 1. DEFINITIONS.

15 1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Letter of Intent”. The Proposal
16 is attached as **Exhibit “A”** and incorporated herein by this reference.

17 2. CONTRACT COORDINATION.

18 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
19 progress and execution of this Agreement. Jorge Rubio is hereby designated as the Contract Manager for
20 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement
21 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to
22 the prior written acceptance and approval of IVRMA.

23 3. DESCRIPTION OF WORK.

24 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
25 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
26 Proposal.

27 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
28 rate set forth in **Exhibit “A”**.

1 4. WORK TO BE PERFORMED BY CONSULTANT.

2 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
3 and this Agreement.

4 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
5 performance of the obligations assumed by CONSULTANT hereunder.

6 4.3. CONSULTANT shall:

7 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
8 may be necessary and incidental to the due and lawful prosecution of the services to be performed
9 by CONSULTANT pursuant to this Agreement;

10 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
11 informed of all applicable existing and proposed federal, state and local laws, ordinances,
12 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
13 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
14 services under this Agreement;

15 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
16 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

17 4.3.4. Immediately report to IVRMA in writing any discrepancy or inconsistency it
18 discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to
19 any plans, drawings, specifications or provisions of this Agreement.

20 4.4. Any videotape, reports, information, data or other material given to, or prepared or
21 assembled by, CONSULTANT pursuant to this Agreement shall be the property of IVRMA and shall not
22 be made available to any individual or organization by CONSULTANT without the prior written approval
23 of IVRMA. The preceding restriction shall not apply to information which is in the public domain, was
24 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
25 confidential relationship to IVRMA with respect to same, or which through no fault of CONSULTANT
26 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
27 including confidential information, in response to a subpoena, court order, or other legal process.
28 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall

1 promptly notify IVRMA in writing of the demand for information before responding to such demand.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that IVRMA has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
5 and understands that IVRMA is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from IVRMA to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that IVRMA considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement shall not exceed [] dollars (\$[]) unless
25 otherwise previously agreed to by IVRMA.

26 7. PAYMENT.

27 CONSULTANT will bill IVRMA on a time and material basis upon completion of the project or as
28 set forth in the cost schedule attached hereto as **Exhibit "A"**. IVRMA shall pay CONSULTANT for

1 completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing,
2 IVRMA shall retain 10% of the total compensation until the work to be performed has been completed in
3 accordance with this Agreement, as determined by IVRMA, and payment in full of all subcontractors of
4 CONSULTANT.

5 8. METHOD OF PAYMENT.

6 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to IVRMA a
7 written claim for compensation for services performed. The claim shall be in a format approved by
8 IVRMA. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any
9 event in the normal course of business within thirty (30) days after the claim is submitted.

10 9. TERM AND TIME FOR COMPLETION OF THE WORK.

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect
12 through June 30, 2025 unless otherwise terminated as provided herein.

13 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
14 approved by both IVRMA and CONSULTANT's Contract Manager. Time extensions may be allowed for
15 delays caused by IVRMA, other governmental agencies, or factors not directly brought about by the
16 negligence or lack of due care on the part of CONSULTANT.

17 10. SUSPENSION OF AGREEMENT.

18 IVRMA shall have the authority to suspend this Agreement, wholly or in part, for such period as
19 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
20 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
21 date of suspension.

22 11. SUSPENSION AND/OR TERMINATION.

23 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying
24 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
25 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
26 CONSULTANT, IVRMA shall be obligated to compensate CONSULTANT only for that portion of
27 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
28 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and

1 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
2 appointed and the decision of the arbitrator shall be binding upon the Parties.

3 11.2. Upon such termination, CONSULTANT shall immediately turn over to IVRMA any and all
4 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
5 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
6 permanent property of IVRMA.

7 12. INSPECTION.

8 CONSULTANT shall furnish IVRMA with every reasonable opportunity for IVRMA to ascertain
9 that the services of CONSULTANT are being performed in accordance with the requirements and
10 intentions of this Agreement. All work done and materials furnished, if any, shall be subject to IVRMA's
11 inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its
12 obligations to fulfill its Agreement as prescribed.

13 13. OWNERSHIP OF MATERIALS.

14 All original drawings, videotapes and other materials prepared by or in possession of
15 CONSULTANT pursuant to this Agreement shall become the permanent property of IVRMA and shall be
16 delivered to IVRMA upon demand.

17 14. INTEREST OF CONSULTANT.

18 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
20 performance of the services hereunder.

21 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
22 person having such an interest shall be employed.

23 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
24 this Agreement is an officer or employee of IVRMA.

25 15. INDEMNIFICATION.

26 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
27 shall indemnify, hold harmless and defend IVRMA and its members, board members, officers, officials,
28 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and

1 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at
2 any time and property damage), and from any and all claims, demands and actions in law or equity
3 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
4 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
5 or volunteers in the performance of professional services under this Agreement.

6 B. Other Indemnities. Other than in the performance of professional services, and to the
7 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend IVRMA and its
8 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
9 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
10 including but not limited to personal injury, death at any time and property damage), and from any and
11 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
12 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
13 Consultant's obligations under the preceding sentence shall apply regardless of whether IVRMA or any
14 of its members, board members, officers, officials, employees, agents or volunteers are negligent, but
15 shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the
16 gross negligence, or caused by the willful misconduct, of IVRMA, or any of its members, board
17 members, officers, officials, employees, agents or volunteers.

18 C. If Consultant should subcontract all or any portion of the services to be performed under
19 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
20 IVRMA and its members, board members, officers, officials, employees, agents and volunteers in
21 accordance with the terms of the preceding paragraphs.

22 D. This section shall survive termination or expiration of this Agreement.

23 16. INDEPENDENT CONTRACTOR.

24 In all situations and circumstances arising out of the terms and conditions of this Agreement,
25 CONSULTANT is an independent contractor, and as an independent contractor, the following shall
26 apply:

27 16.1. CONSULTANT is not an employee or agent of IVRMA and is only responsible for the
28 requirements and results specified by this Agreement or any other agreement.

1 16.2. CONSULTANT shall be responsible to IVRMA only for the requirements and results
2 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
3 to IVRMA's control with respect to the physical actions or activities of CONSULTANT in fulfillment
4 of the requirements of this Agreement.

5 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, IVRMA,
6 and IVRMA shall not provide, or be obligated to provide, CONSULTANT with Worker's
7 Compensation coverage or any other type of employment or worker insurance or benefit coverage
8 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
9 employee of IVRMA.

10 16.4. CONSULTANT shall not be entitled to have IVRMA withhold or pay, and IVRMA shall
11 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old
12 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
13 disability program required or provided by any Federal, State or local law or regulation.

14 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
15 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension
16 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
17 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

18 16.6. IVRMA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
19 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

20 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
21 and conduct itself as an independent contractor, not as an employee of IVRMA.

22 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
23 or obligate IVRMA in any way without the written consent of IVRMA.

24 17. INSURANCE.

25 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and
26 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by
27 the California Insurance Commissioner to do business in the State of California and rated not less than
28 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by IVRMA's

1 Executive Director or his/her designee at any time and in his/her sole discretion. The following policies
2 of insurance are required:

3 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the
4 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form
5 CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising
6 injury” with coverage for premises and operations (including the use of owned and non-owned
7 equipment), products and completed operations, and contractual liability (including, without limitation,
8 indemnity obligations under the Agreement) with limits of liability of not less than the following:

9 \$2,000,000 per occurrence for bodily injury and property damage

10 \$1,000,000 per occurrence for personal and advertising injury

11 \$4,000,000 aggregate for products and completed operations

12 \$4,000,000 general aggregate

13 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as
14 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
15 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
16 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
17 property damage.

18 (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

19 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000
20 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

21 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to
22 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000
23 policy aggregate.

24 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the
25 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford
26 no less coverage than the primary insurance policy(ies).

27 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
28 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

1 Any deductibles or self-insured retentions must be declared to, and approved by, the IVRMA's
2 Executive Director or his/her designee in his/her sole discretion. At the option of the IVRMA's
3 Executive Director or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or
4 self-insured retentions as respects IVRMA, its members, board members, officers, officials, employees
5 and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the IVRMA's Executive
6 Director or his/her designee in his/her sole discretion, guaranteeing payment of losses and related
7 investigations, claim administration and defense expenses. At no time shall IVRMA be responsible for
8 the payment of any deductibles or self-insured retentions.

9 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
10 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
11 notice has been given to IVRMA. Upon issuance by the insurer, broker, or agent of a notice of
12 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish IVRMA with a
13 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
14 expire during the work to be performed for IVRMA, Consultant shall provide a new certificate, and
15 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
16 expiration date of the expiring policy.

17 The General Liability and Automobile Liability insurance policies shall be written on an
18 occurrence form. The General Liability (including ongoing operations and completed operations) and
19 Automobile Liability insurance policies shall name IVRMA, its members, board members, officers,
20 officials, employees and agents as an additional insured. All such policies of insurance shall be
21 endorsed so Consultant's insurance shall be primary and no contribution shall be required of IVRMA, its
22 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
23 contain no special limitations on the scope of protection afforded to IVRMA, its members, board
24 members, officers, officials, employees and agents. The Workers' Compensation insurance policy shall
25 contain a waiver of subrogation as to IVRMA, its members, board members, officers, employees, agents
26 and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
27 greater than those shown above, IVRMA requires and shall be entitled to the broader coverage and/or
28

1 the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of
2 the specified minimum limits of insurance and coverage shall be available to IVRMA.

3 If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made
4 coverage form:

5 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
6 or the commencement of work by Consultant.

7 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5
8 years after completion of the work or termination of the Agreement, whichever first occurs.

9 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy
10 form with a retroactive date prior to the effective date of the Agreement, or work commencement date,
11 Consultant must purchase extended reporting period coverage for a minimum of 5 years after
12 completion of the work or termination of the Agreement, whichever first occurs.

13 (iv) A copy of the claims reporting requirements must be submitted to IVRMA for review.

14 (v) These requirements shall survive expiration or termination of the Agreement.

15 Consultant shall furnish IVRMA with all certificate(s) and applicable endorsements effecting
16 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
17 **approved by IVRMA's Executive Director or his/her designee in his/her sole discretion prior to**
18 **IVRMA's execution of the AGREEMENT and before work commences.** Upon request of IVRMA,
19 Consultant shall immediately furnish IVRMA with a complete copy of any insurance policy required
20 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
21 true and correct copy of the original policy. This requirement shall survive expiration or termination of
22 this Agreement.

23 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
24 Consultants fail to maintain any required insurance in full force and effect, all work under this
25 Agreement shall be discontinued immediately, until notice is received by IVRMA that the required
26 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
27 period satisfactory to IVRMA. Any failure to maintain the required insurance shall be sufficient cause
28

1 for IVRMA to terminate this Agreement. No action taken by IVRMA hereunder shall in any way
2 relieve Consultant of its responsibilities under this Agreement.

3 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the
4 liability of Consultant, including, without limitation, liability under the indemnity provisions of this
5 Agreement. The duty to indemnify IVRMA shall apply to all claims and liability regardless of whether
6 any insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits
7 do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or
8 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the
9 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of
10 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by
11 any of them.

12 If Consultant should subcontract all or any portion of the services to be performed under this
13 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of
14 IVRMA, its members, board members, officers, officials, employees, agents and volunteers in
15 accordance with the terms of each of the preceding paragraphs, except that the sub-Consultant's
16 certificates and endorsements shall be on file with Consultant and IVRMA prior to the commencement
17 of any work by the sub-Consultant.

18 18. ASSIGNMENT.

19 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
20 CONSULTANT without the prior written consent of IVRMA. CONSULTANT may employ other
21 specialists to perform services as required with prior approval by IVRMA.

22 19. NON-DISCRIMINATION.

23 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
24 against any employee or applicant for employment or employee of IVRMA or member of the public
25 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
26 evaluation and treatment of its employees and applicants for employment and employees and members
27 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
28 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of

1 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
2 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
3 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
4 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
5 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
6 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
7 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
8 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
9 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
10 to this Agreement.

11 20. NOTICES AND REPORTS.

12 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
13 by personal delivery or by mailing by certified mail, addressed as follows:

14 **IVRMA**

15 Attn: Executive Director
16 IVRMA
17 300 S Imperial Avenue, Suite 6
El Centro, CA 92243

CONSULTANT

Attn: Project Manager
Jorge Rubio dba Rubio Tire Co.
588 South 4th Street
El Centro, CA 92243

18 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
19 by mailing by certified mail at such other address as either Party may designate in a notice to the other
20 Party given in such manner.

21 20.3. Any notice given by mail shall be considered given when deposited in the United States
22 Mail, postage prepaid, addressed as provided herein.

23 21. ENTIRE AGREEMENT.

24 This Agreement contains the entire agreement between IVRMA and CONSULTANT relating to
25 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
26 understandings, provisions, negotiations, representations, or statements, either written or oral.

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1 22. MODIFICATION.

2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
3 unless the same is in writing and signed by both parties.

4 23. PARTIAL INVALIDITY.

5 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
6 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
7 impaired or invalidated in any way.

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

9 As used in this Agreement and whenever required by the context thereof, each number, both
10 singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT
11 as used in this Agreement or in any other document referred to in or made a part of this Agreement shall
12 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person
13 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity
14 or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and
15 several if more than one person, firm or entity executes the Agreement.

16 25. WAIVER.

17 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
18 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
19 the same or any other covenant or condition.

20 26. CHOICE OF LAW.

21 This Agreement shall be governed by the laws of the State of California. This Agreement is
22 made and entered into in Imperial County, California. Any action brought by either Party with respect
23 to this Agreement shall be brought in a court of competent jurisdiction within said County.

24 27. ATTORNEY'S FEES.

25 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,
26 each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

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1 28. AUTHORITY.

2 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
3 that:

4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 28.2. Such execution and delivery is in accordance with the terms of the Articles of
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

12 This Agreement has been reviewed and revised by legal counsel for both IVRMA and
13 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
14 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments
15 thereto.

16 31. NON-APPROPRIATION.

17 31.1. All obligations of IVRMA are subject to appropriation of resources by various federal,
18 State, and local agencies, including but not limited to the U.S. Department of Transportation
19 (“DOT”) and the California Department of Transportation (“Caltrans”).

20 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to
21 IVRMA for the purposes of this Project. In addition, this Agreement is subject to any additional
22 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or
23 IVRMA, and any regulations prescribed therefrom, that may affect the provisions, terms, or
24 funding of this Agreement.

25 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended
26 or terminated in order to reflect said reduction in funding.

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28 ///

1 32. PREVAILING WAGE.

2 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the
3 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
4 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

5 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at
6 IVRMA and available to any interested party upon request. CONSULTANT shall post copies of
7 the prevailing wage rate of per diem wages at the Project site.

8 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

9 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
10 Code section 1776 regarding retention and inspection of payroll records and
11 noncompliance penalties; and

12 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
13 Code section 1777.5 regarding employment of registered apprentices; and

14 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1810 regarding the legal day’s work; and

16 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
17 Code section 1813 regarding forfeiture for violations of the maximum hours per day and
18 per week provisions contained in the same chapter.

19 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable
20 provisions for those Projects subject to Department of Industrial Relations (DIR)
21 Monitoring and Enforcement of prevailing wages. IVRMA hereby notifies
22 CONSULTANT that CONSULTANT is responsible for complying with the requirements
23 of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further
24 information concerning the requirements of SB854 is available on the DIR website
25 located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

26 33. WORKERS’ COMPENSATION CERTIFICATION.

27 33.1. Prior to the commencement of work, CONSULTANT shall sign and file with IVRMA
28 the following certification: “I am aware of the provisions of California Labor Code §§3700 et

1 seq. which require every employer to be insured against liability for workers' compensation or to
2 undertake self-insurance in accordance with the provisions of that code, and I will comply with
3 such provisions before commencing the performance of the work of this contract.”

4 33.2. This certification is included in this Agreement and signature of the Agreement shall
5 constitute signing and filing of the certificate.

6 33.3. CONSULTANT understands and agrees that any and all employees, regardless of hire
7 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to
8 beginning work on the Project.

9 33.4. If CONSULTANT has no employees, initial here: _____.

10 34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

11 34.1. When applicable, CONSULTANT represents and warrants that it has fully read the
12 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this Project
13 and has fully and accurately completed any and all required DBE forms.

14 34.2. CONSULTANT represents and warrants that it will comply with all applicable DBE
15 requirements for this Project.

16 34.3. CONSULTANT shall comply with any applicable DBE provisions attached hereto as
17 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

18 34.4. If any state or federal funds are withheld from IVRMA or not reimbursed to IVRMA due
19 to CONSULTANT’s failure to either comply with the DBE requirements set forth in the RFP
20 and this Agreement, or to meet the mandatory DBE goals as determined by IVRMA, Caltrans,
21 the Federal Highway Administration, and/or any other state or federal agency contributing funds
22 to the Project, then CONSULTANT shall fully reimburse IVRMA the amount of funding lost.
23 IVRMA reserves the right to deduct any such loss in funding from the amount of compensation
24 due to CONSULTANT under this Agreement.

25 34.5. In addition to the above, CONSULTANT’s failure to comply with DBE
26 requirements/goals shall subject it to such sanctions as are permitted by law, which may include,
27 but shall not be limited to the following:

28 34.5.1. Termination of this Agreement;

1 34.5.2. Withholding monthly progress payments;
2 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or
3 34.5.4. Designation of CONSULTANT as “nonresponsible,” and disqualification from
4 bidding on future public works projects advertised by IVRMA.

5 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
6 above written.

7 **IMPERIAL VALLEY RESOURCE**
8 **MANAGEMENT AGENCY**

JORGE RUBIO dba Rubio Tire Co.

9
10 By: _____
11 MIKE GOODSSELL
12 Chair of the Board of Directors

By: _____
JORGE RUBIO

13 **ATTEST:**

14 By: _____
15 CRISTI LERMA
16 Secretary to IVRMA

17 **APPROVED AS TO FORM:**

18
19 By: _____
20 ERIC HAVENS
21 IVRMA Counsel

Rubio Tire Co.
588 South 4th St.
El Centro, CA 92243
rubiotiresco@gmail.com
(760) 353-8473

Letter of Intent

This is a letter of intent to provide collection, transportation, and waste tire disposal to the Imperial Valley Resource Management Agency for a period of two years starting on March 22, 2023 and ending on June 30, 2025. Tire disposal fee will be \$4.50 per tire, price is subject to change, the customer will be given written notification 60 days before any changes in pricing occurs.

Thank you,

Jorge Rubio

A handwritten signature in black ink, appearing to read 'Jorge Rubio', is written over the printed name. The signature is fluid and cursive, with a large initial 'J' and 'R'.

III. CONSENT CALENDAR

III. CONSENT CALENDAR

III. CONSENT CALENDAR

E. Clean Earth Environmental Services Inc. Fifth Modification

- 1. Authorize the Chairperson to execute the Fifth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2023, to June 30, 2024.**



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 23, 2023

Mike Goodsell, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Clean Earth Environmental Services Inc. Fifth Modification

Dear Board Members:

IVRMA would like to extend the service agreement between IVRMA and Clean Earth Environmental Services Inc. from July 1, 2023, through June 30, 2024, for hazardous waste transportation and disposal services. The proposed extension for the agreement is for a one-year period. Clean Earth transports the household hazardous waste collected from all three-household hazardous waste (HHW) facilities for proper recycling or disposal. Fees associated with this contract include "Task 1; Management of Certified Oil Collection Centers/ Household Hazardous Waste Collection Facilities" and "Task 2; Annual Transportation and Disposal Costs". The cost of services provided under this agreement are funded by the HHW facilities revenue that IVRMA collects for services provided and partially covered by Membership funding. An updated list of itemized disposal fees is attached for your review.

Currently IVRMA is in the process of training and certifying staff to potentially complete a portion of the scope of work completed by Clean Earth such as receiving and handling hazardous waste for all three HHW facility locations. In addition, IVRMA will continue to search for and pursue available grants to fund the services. IVRMA also intends to look to conduct a formal procurement for the required services in the upcoming year.

IVRMA only pays for Clean Earth when services are requested and provided. The agreement is essential for the continued operations of the HHW Collection Facilities.

The Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to execute the Fifth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2023, to June 30, 2024.

Sincerely,

David Aguirre
Executive Director

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

1 **SEVENTH AMENDMENT**

2 **Clean Earth Environmental Solutions, Inc.**

3 THIS SEVENTH AMENDMENT (“Amendment”) is entered into as of _____,
4 2023 between **CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.**, (formerly known as
5 Stericycle Environmental Solutions, Inc.), a Delaware corporation licensed to do business in California
6 (“CLEAN EARTH”) on behalf of itself and its affiliates; and the **IMPERIAL VALLEY RESOURCE**
7 **MANAGEMENT AGENCY** (“IVRMA”). Collectively, CLEAN EARTH and IVRMA are referred to
8 as “the Parties.”

9 **RECITALS**

10 **WHEREAS**, Stericycle Environmental Solutions, Inc. and IVRMA entered into that certain
11 Management and Operations Services First Amended Agreement for Three (3) Certified Oil Collection
12 Centers / Household Hazardous Waste Collection Facilities, dated June 24, 2015, as amended by a First
13 Amendment on June 22, 2016, a Second Amendment on June 28, 2017, a Third Amendment on September
14 25, 2019, an Assignment and Fourth Amendment on May 27, 2020, a Fifth Amendment on June 23, 2021,
15 and a Sixth Amendment on June 22, 2022 (as amended, the “Agreement”); and

16 **WHEREAS**, the Agreement was inadvertently and purportedly assigned by CLEAN EARTH to
17 HARSCO CORPORATION (“HARSCO”), with the consent of IVRMA in the Assignment and Fourth
18 Amendment; HARSCO did not sign the Assignment and Fourth Amendment; and notwithstanding the
19 purported assignment, CLEAN EARTH continues to provide the services under the Agreement; and

20 **WHEREAS**, the Parties agree that CLEAN EARTH remained the contracting party from May 27,
21 2020 through June 30, 2021, and continues to be the contracting party as of the date of this Seventh
22 Amendment; and

23 **WHEREAS**, the Parties wish to amend the Agreement as more particularly set forth in in this
24 Seventh Amendment and extend the Agreement for an additional fiscal year FY 2023-2024.

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

27 **A. CLARIFICATION ON ASSIGNMENT.**

28 The Parties agree that CLEAN EARTH has remained the contracting party throughout the term of

1 the Agreement. IVRMA hereby consents to the sale of CLEAN EARTH by Stericycle Inc. to HARSCO.

2 **B. DURATION OF AGREEMENT**

3 IVRMA and CLEAN EARTH agree to a contract extension for a period of one (1) year, subject to
4 annual renewal thereafter upon the mutual consent of both parties. The one (1) year extension period begins
5 on July 1, 2023 and ends on June 30, 2024.

6 **C. COMPENSATION**

7 IVRMA and CLEAN EARTH have agreed to a price increase for the services specified in the Letter
8 of Intent dated March 31, 2023, sent by CLEAN EARTH to IVRMA, and the terms, conditions, and
9 considerations stated therein are hereby incorporated by reference into this Agreement as “**Exhibit A**”, and
10 is appended hereto.

11 **D. SAME TERMS AND CONDITIONS.**

12 All other terms and conditions of the Agreement not in conflict with this Amendment shall remain
13 in full force and effect.

14 **IN WITNESS WHEREOF**, the Parties have executed this Amendment on the day and year first
15 above written.

16 **IMPERIAL VALLEY RESOURCE**
17 **MANAGEMENT AGENCY**

CLEAN EARTH

18
19 By: _____
20 MIKE GOODSSELL
21 Chair of the Board of Directors

By: _____
DAVID STANTON
CEO

22 **ATTEST:**

23
24 By: _____
25 CRISTI LERMA
26 Secretary to IVRMA

27 **APPROVED AS TO FORM:**

28 By: _____
ERIC HAVENS, County Counsel

March 31, 2023

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

Subject: Letter of Intent for FY 2023/2024 Management and Operation of IVRMA Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and Other Associated Activities

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 2023/2024. 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. For this renewal, Clean Earth is requesting a rate adjustment based on the recent year's **CPI increase of 6.4%** to Task 1 "Management of Certified Oil Collection Centers/Household Hazardous Waste Collection Facilities" and Task 2 "Estimated Annual Disposal Costs". If agreed to, all contract rates will be increased by 6.4% and a new disposal rate list will be provided as a reference.

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

Services	Quantity	Rate
Hazardous Waste Technician (Except Holiday Weekends)	2 Technicians	\$824.60/5 hour day
	1 Technician	\$618.45/5 hour day

Task - 2: Hazardous Waste Disposal and Other IVRMA Activities

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

Services	Rate
Estimated Annual Disposal Costs*	6.4% increase to 2022/2023 disposal rate list

*Estimated annual disposal costs include transportation charges, labor fees (i.e. driver, chemist, etc), E&I, 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.

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,

Jennie Wagner

HHW Account Manager
Clean Earth Environmental Services, Inc.

III. CONSENT CALENDAR

III. CONSENT CALENDAR

III. CONSENT CALENDAR

F. EFR Environmental Services Agreement

- 1. Authorize the Chairperson to execute the EFR Environmental Services. one-year agreement, for July 1, 2023, through June 30, 2024.**



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 23, 2023

Mike Goodsell, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: EFR Environmental Services Agreement

Dear Board Members:

IVRMA has developed a one-year service agreement between IVRMA and EFR Environmental Services for proper recycling/disposal of waste oil and waste antifreeze as part of the operations of IVRMA's used oil program. These services will be provided for IVRMA's three household hazardous waste (HHW) facilities (e.g., the Cities of Brawley, Calexico, and El Centro). Fees associated with this contract are as follows, \$65 for waste oil pick up and disposal and \$50 for bulk antifreeze pick up and disposal. The cost of service is funded completely under the Used Oil Payment Program Grant that is received annually by IVRMA. Therefore, the costs associated with the services under this agreement will have no impact on the membership budget. The EFR Quote is attached for your review.

IVRMA only pays EFR Environmental Services when services are requested and provided. The agreement is essential for the continued operations of the State Used Oil Grant.

The Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to execute the EFR Environmental Services. one-year agreement, for July 1, 2023, through June 30, 2024.

Sincerely,

David Aguirre
Executive Director

Attachment

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

1 **AGREEMENT FOR SERVICES**

2 **EFR Environmental Services Inc.**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2023, is by and between the **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY (“IVRMA”)** and **EFR ENVIRONMENTAL SERVICES INC.**, an active
6 California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **W I T N E S S E T H**

8 **WHEREAS**, IVRMA desires to retain a qualified individual, firm or business entity to provide
9 professional services for Tanker Bulk Oil & Antifreeze Disposal Services (“the Project”); and

10 **WHEREAS**, IVRMA desires to engage CONSULTANT to provide services by reason of its
11 qualifications and experience for performing such services, and CONSULTANT has offered to provide the
12 required services for the Project on the terms and in the manner set forth herein.

13 **NOW, THEREFORE**, IVRMA and CONSULTANT have and hereby agree to the following:

14 1. DEFINITIONS.

15 1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Quote Working Agreement”
16 dated March 17, 2023. The Proposal is attached as **Exhibit “A”** and incorporated herein by this reference.

17 2. CONTRACT COORDINATION.

18 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
19 progress and execution of this Agreement. Maricela Galarza is hereby designated as the Contract Manager
20 for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement
21 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to
22 the prior written acceptance and approval of IVRMA.

23 3. DESCRIPTION OF WORK.

24 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
25 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
26 Proposal.

27 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
28 rate set forth in **Exhibit “A”**.

1 4. WORK TO BE PERFORMED BY CONSULTANT.

2 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
3 and this Agreement.

4 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
5 performance of the obligations assumed by CONSULTANT hereunder.

6 4.3. CONSULTANT shall:

7 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
8 may be necessary and incidental to the due and lawful prosecution of the services to be performed
9 by CONSULTANT pursuant to this Agreement;

10 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
11 informed of all applicable existing and proposed federal, state and local laws, ordinances,
12 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
13 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
14 services under this Agreement;

15 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
16 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

17 4.3.4. Immediately report to IVRMA in writing any discrepancy or inconsistency it
18 discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to
19 any plans, drawings, specifications or provisions of this Agreement.

20 4.4. Any videotape, reports, information, data or other material given to, or prepared or
21 assembled by, CONSULTANT pursuant to this Agreement shall be the property of IVRMA and shall not
22 be made available to any individual or organization by CONSULTANT without the prior written approval
23 of IVRMA. The preceding restriction shall not apply to information which is in the public domain, was
24 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
25 confidential relationship to IVRMA with respect to same, or which through no fault of CONSULTANT
26 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
27 including confidential information, in response to a subpoena, court order, or other legal process.
28 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall

1 promptly notify IVRMA in writing of the demand for information before responding to such demand.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that IVRMA has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
5 and understands that IVRMA is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from IVRMA to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that IVRMA considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement shall not exceed [] dollars (\$[]) unless
25 otherwise previously agreed to by IVRMA.

26 7. PAYMENT.

27 CONSULTANT will bill IVRMA on a time and material basis upon completion of the project or as
28 set forth in the cost schedule attached hereto as **Exhibit "A"**. IVRMA shall pay CONSULTANT for

1 completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing,
2 IVRMA shall retain 10% of the total compensation until the work to be performed has been completed in
3 accordance with this Agreement, as determined by IVRMA, and payment in full of all subcontractors of
4 CONSULTANT.

5 8. METHOD OF PAYMENT.

6 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to IVRMA a
7 written claim for compensation for services performed. The claim shall be in a format approved by
8 IVRMA. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any
9 event in the normal course of business within thirty (30) days after the claim is submitted.

10 9. TERM AND TIME FOR COMPLETION OF THE WORK.

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect
12 through June 30, 2024 unless otherwise terminated as provided herein.

13 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
14 approved by both IVRMA and CONSULTANT's Contract Manager. Time extensions may be allowed for
15 delays caused by IVRMA, other governmental agencies, or factors not directly brought about by the
16 negligence or lack of due care on the part of CONSULTANT.

17 10. SUSPENSION OF AGREEMENT.

18 IVRMA shall have the authority to suspend this Agreement, wholly or in part, for such period as
19 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
20 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
21 date of suspension.

22 11. SUSPENSION AND/OR TERMINATION.

23 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying
24 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
25 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
26 CONSULTANT, IVRMA shall be obligated to compensate CONSULTANT only for that portion of
27 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
28 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and

1 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
2 appointed and the decision of the arbitrator shall be binding upon the Parties.

3 11.2. Upon such termination, CONSULTANT shall immediately turn over to IVRMA any and all
4 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
5 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
6 permanent property of IVRMA.

7 12. INSPECTION.

8 CONSULTANT shall furnish IVRMA with every reasonable opportunity for IVRMA to ascertain
9 that the services of CONSULTANT are being performed in accordance with the requirements and
10 intentions of this Agreement. All work done and materials furnished, if any, shall be subject to IVRMA's
11 inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its
12 obligations to fulfill its Agreement as prescribed.

13 13. OWNERSHIP OF MATERIALS.

14 All original drawings, videotapes and other materials prepared by or in possession of
15 CONSULTANT pursuant to this Agreement shall become the permanent property of IVRMA and shall be
16 delivered to IVRMA upon demand.

17 14. INTEREST OF CONSULTANT.

18 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
20 performance of the services hereunder.

21 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
22 person having such an interest shall be employed.

23 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
24 this Agreement is an officer or employee of IVRMA.

25 15. INDEMNIFICATION.

26 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
27 shall indemnify, hold harmless and defend IVRMA and its members, board members, officers, officials,
28 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and

1 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at
2 any time and property damage), and from any and all claims, demands and actions in law or equity
3 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
4 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
5 or volunteers in the performance of professional services under this Agreement.

6 B. Other Indemnities. Other than in the performance of professional services, and to the
7 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend IVRMA and its
8 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
9 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
10 including but not limited to personal injury, death at any time and property damage), and from any and
11 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
12 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
13 Consultant's obligations under the preceding sentence shall apply regardless of whether IVRMA or any
14 of its members, board members, officers, officials, employees, agents or volunteers are negligent, but
15 shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the
16 gross negligence, or caused by the willful misconduct, of IVRMA, or any of its members, board
17 members, officers, officials, employees, agents or volunteers.

18 C. If Consultant should subcontract all or any portion of the services to be performed under
19 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
20 IVRMA and its members, board members, officers, officials, employees, agents and volunteers in
21 accordance with the terms of the preceding paragraphs.

22 D. This section shall survive termination or expiration of this Agreement.

23 16. INDEPENDENT CONTRACTOR.

24 In all situations and circumstances arising out of the terms and conditions of this Agreement,
25 CONSULTANT is an independent contractor, and as an independent contractor, the following shall
26 apply:

27 16.1. CONSULTANT is not an employee or agent of IVRMA and is only responsible for the
28 requirements and results specified by this Agreement or any other agreement.

1 16.2. CONSULTANT shall be responsible to IVRMA only for the requirements and results
2 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
3 to IVRMA's control with respect to the physical actions or activities of CONSULTANT in fulfillment
4 of the requirements of this Agreement.

5 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, IVRMA,
6 and IVRMA shall not provide, or be obligated to provide, CONSULTANT with Worker's
7 Compensation coverage or any other type of employment or worker insurance or benefit coverage
8 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
9 employee of IVRMA.

10 16.4. CONSULTANT shall not be entitled to have IVRMA withhold or pay, and IVRMA shall
11 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old
12 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
13 disability program required or provided by any Federal, State or local law or regulation.

14 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
15 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension
16 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
17 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

18 16.6. IVRMA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
19 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

20 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
21 and conduct itself as an independent contractor, not as an employee of IVRMA.

22 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
23 or obligate IVRMA in any way without the written consent of IVRMA.

24 17. INSURANCE.

25 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and
26 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by
27 the California Insurance Commissioner to do business in the State of California and rated not less than
28 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by IVRMA's

1 Executive Director or his/her designee at any time and in his/her sole discretion. The following policies
2 of insurance are required:

3 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the
4 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form
5 CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising
6 injury” with coverage for premises and operations (including the use of owned and non-owned
7 equipment), products and completed operations, and contractual liability (including, without limitation,
8 indemnity obligations under the Agreement) with limits of liability of not less than the following:

9 \$2,000,000 per occurrence for bodily injury and property damage

10 \$1,000,000 per occurrence for personal and advertising injury

11 \$4,000,000 aggregate for products and completed operations

12 \$4,000,000 general aggregate

13 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as
14 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
15 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
16 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
17 property damage.

18 (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

19 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000
20 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

21 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to
22 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000
23 policy aggregate.

24 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the
25 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford
26 no less coverage than the primary insurance policy(ies).

27 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
28 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

1 Any deductibles or self-insured retentions must be declared to, and approved by, the IVRMA's
2 Executive Director or his/her designee in his/her sole discretion. At the option of the IVRMA's
3 Executive Director or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or
4 self-insured retentions as respects IVRMA, its members, board members, officers, officials, employees
5 and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the IVRMA's Executive
6 Director or his/her designee in his/her sole discretion, guaranteeing payment of losses and related
7 investigations, claim administration and defense expenses. At no time shall IVRMA be responsible for
8 the payment of any deductibles or self-insured retentions.

9 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
10 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
11 notice has been given to IVRMA. Upon issuance by the insurer, broker, or agent of a notice of
12 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish IVRMA with a
13 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
14 expire during the work to be performed for IVRMA, Consultant shall provide a new certificate, and
15 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
16 expiration date of the expiring policy.

17 The General Liability and Automobile Liability insurance policies shall be written on an
18 occurrence form. The General Liability (including ongoing operations and completed operations) and
19 Automobile Liability insurance policies shall name IVRMA, its members, board members, officers,
20 officials, employees and agents as an additional insured. All such policies of insurance shall be
21 endorsed so Consultant's insurance shall be primary and no contribution shall be required of IVRMA, its
22 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
23 contain no special limitations on the scope of protection afforded to IVRMA, its members, board
24 members, officers, officials, employees and agents. The Workers' Compensation insurance policy shall
25 contain a waiver of subrogation as to IVRMA, its members, board members, officers, employees, agents
26 and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
27 greater than those shown above, IVRMA requires and shall be entitled to the broader coverage and/or
28

1 the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of
2 the specified minimum limits of insurance and coverage shall be available to IVRMA.

3 If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made
4 coverage form:

5 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
6 or the commencement of work by Consultant.

7 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5
8 years after completion of the work or termination of the Agreement, whichever first occurs.

9 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy
10 form with a retroactive date prior to the effective date of the Agreement, or work commencement date,
11 Consultant must purchase extended reporting period coverage for a minimum of 5 years after
12 completion of the work or termination of the Agreement, whichever first occurs.

13 (iv) A copy of the claims reporting requirements must be submitted to IVRMA for review.

14 (v) These requirements shall survive expiration or termination of the Agreement.

15 Consultant shall furnish IVRMA with all certificate(s) and applicable endorsements effecting
16 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
17 **approved by IVRMA's Executive Director or his/her designee in his/her sole discretion prior to**
18 **IVRMA's execution of the AGREEMENT and before work commences.** Upon request of IVRMA,
19 Consultant shall immediately furnish IVRMA with a complete copy of any insurance policy required
20 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
21 true and correct copy of the original policy. This requirement shall survive expiration or termination of
22 this Agreement.

23 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
24 Consultants fail to maintain any required insurance in full force and effect, all work under this
25 Agreement shall be discontinued immediately, until notice is received by IVRMA that the required
26 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
27 period satisfactory to IVRMA. Any failure to maintain the required insurance shall be sufficient cause
28

1 for IVRMA to terminate this Agreement. No action taken by IVRMA hereunder shall in any way
2 relieve Consultant of its responsibilities under this Agreement.

3 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the
4 liability of Consultant, including, without limitation, liability under the indemnity provisions of this
5 Agreement. The duty to indemnify IVRMA shall apply to all claims and liability regardless of whether
6 any insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits
7 do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or
8 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the
9 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of
10 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by
11 any of them.

12 If Consultant should subcontract all or any portion of the services to be performed under this
13 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of
14 IVRMA, its members, board members, officers, officials, employees, agents and volunteers in
15 accordance with the terms of each of the preceding paragraphs, except that the sub-Consultant's
16 certificates and endorsements shall be on file with Consultant and IVRMA prior to the commencement
17 of any work by the sub-Consultant.

18 18. ASSIGNMENT.

19 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
20 CONSULTANT without the prior written consent of IVRMA. CONSULTANT may employ other
21 specialists to perform services as required with prior approval by IVRMA.

22 19. NON-DISCRIMINATION.

23 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
24 against any employee or applicant for employment or employee of IVRMA or member of the public
25 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
26 evaluation and treatment of its employees and applicants for employment and employees and members
27 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
28 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of

1 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
2 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
3 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
4 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
5 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
6 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
7 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
8 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
9 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
10 to this Agreement.

11 20. NOTICES AND REPORTS.

12 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
13 by personal delivery or by mailing by certified mail, addressed as follows:

14 **IVRMA**

15 Attn: Executive Director
16 IVRMA
17 300 S Imperial Avenue, Suite 6
El Centro, CA 92243

CONSULTANT

Attn: Project Manager
EFR Environmental Consulting
2806 Alpine Blvd #E
Alpine, CA 91901

18 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
19 by mailing by certified mail at such other address as either Party may designate in a notice to the other
20 Party given in such manner.

21 20.3. Any notice given by mail shall be considered given when deposited in the United States
22 Mail, postage prepaid, addressed as provided herein.

23 21. ENTIRE AGREEMENT.

24 This Agreement contains the entire agreement between IVRMA and CONSULTANT relating to
25 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
26 understandings, provisions, negotiations, representations, or statements, either written or oral.

27 ///

28 ///

1 22. MODIFICATION.

2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
3 unless the same is in writing and signed by both parties.

4 23. PARTIAL INVALIDITY.

5 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
6 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
7 impaired or invalidated in any way.

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

9 As used in this Agreement and whenever required by the context thereof, each number, both
10 singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT
11 as used in this Agreement or in any other document referred to in or made a part of this Agreement shall
12 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person
13 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity
14 or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and
15 several if more than one person, firm or entity executes the Agreement.

16 25. WAIVER.

17 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
18 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
19 the same or any other covenant or condition.

20 26. CHOICE OF LAW.

21 This Agreement shall be governed by the laws of the State of California. This Agreement is
22 made and entered into in Imperial County, California. Any action brought by either Party with respect
23 to this Agreement shall be brought in a court of competent jurisdiction within said County.

24 27. ATTORNEY'S FEES.

25 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,
26 each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

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28 ///

1 28. AUTHORITY.

2 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
3 that:

4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 28.2. Such execution and delivery is in accordance with the terms of the Articles of
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

12 This Agreement has been reviewed and revised by legal counsel for both IVRMA and
13 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
14 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments
15 thereto.

16 31. NON-APPROPRIATION.

17 31.1. All obligations of IVRMA are subject to appropriation of resources by various federal,
18 State, and local agencies, including but not limited to the U.S. Department of Transportation
19 (“DOT”) and the California Department of Transportation (“Caltrans”).

20 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to
21 IVRMA for the purposes of this Project. In addition, this Agreement is subject to any additional
22 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or
23 IVRMA, and any regulations prescribed therefrom, that may affect the provisions, terms, or
24 funding of this Agreement.

25 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended
26 or terminated in order to reflect said reduction in funding.

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1 32. PREVAILING WAGE.

2 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the
3 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
4 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

5 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at
6 IVRMA and available to any interested party upon request. CONSULTANT shall post copies of
7 the prevailing wage rate of per diem wages at the Project site.

8 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

9 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
10 Code section 1776 regarding retention and inspection of payroll records and
11 noncompliance penalties; and

12 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
13 Code section 1777.5 regarding employment of registered apprentices; and

14 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1810 regarding the legal day’s work; and

16 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
17 Code section 1813 regarding forfeiture for violations of the maximum hours per day and
18 per week provisions contained in the same chapter.

19 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable
20 provisions for those Projects subject to Department of Industrial Relations (DIR)
21 Monitoring and Enforcement of prevailing wages. IVRMA hereby notifies
22 CONSULTANT that CONSULTANT is responsible for complying with the requirements
23 of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further
24 information concerning the requirements of SB854 is available on the DIR website
25 located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

26 33. WORKERS’ COMPENSATION CERTIFICATION.

27 33.1. Prior to the commencement of work, CONSULTANT shall sign and file with IVRMA
28 the following certification: “I am aware of the provisions of California Labor Code §§3700 et

1 seq. which require every employer to be insured against liability for workers' compensation or to
2 undertake self-insurance in accordance with the provisions of that code, and I will comply with
3 such provisions before commencing the performance of the work of this contract.”

4 33.2. This certification is included in this Agreement and signature of the Agreement shall
5 constitute signing and filing of the certificate.

6 33.3. CONSULTANT understands and agrees that any and all employees, regardless of hire
7 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to
8 beginning work on the Project.

9 33.4. If CONSULTANT has no employees, initial here: _____.

10 34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

11 34.1. When applicable, CONSULTANT represents and warrants that it has fully read the
12 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this Project
13 and has fully and accurately completed any and all required DBE forms.

14 34.2. CONSULTANT represents and warrants that it will comply with all applicable DBE
15 requirements for this Project.

16 34.3. CONSULTANT shall comply with any applicable DBE provisions attached hereto as
17 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

18 34.4. If any state or federal funds are withheld from IVRMA or not reimbursed to IVRMA due
19 to CONSULTANT’s failure to either comply with the DBE requirements set forth in the RFP
20 and this Agreement, or to meet the mandatory DBE goals as determined by IVRMA, Caltrans,
21 the Federal Highway Administration, and/or any other state or federal agency contributing funds
22 to the Project, then CONSULTANT shall fully reimburse IVRMA the amount of funding lost.
23 IVRMA reserves the right to deduct any such loss in funding from the amount of compensation
24 due to CONSULTANT under this Agreement.

25 34.5. In addition to the above, CONSULTANT’s failure to comply with DBE
26 requirements/goals shall subject it to such sanctions as are permitted by law, which may include,
27 but shall not be limited to the following:

28 34.5.1. Termination of this Agreement;

1 34.5.2. Withholding monthly progress payments;
2 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or
3 34.5.4. Designation of CONSULTANT as “nonresponsible,” and disqualification from
4 bidding on future public works projects advertised by IVRMA.

5 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
6 above written.

7 **IMPERIAL VALLEY RESOURCE**
8 **MANAGEMENT AGENCY**

EFR ENVIRONMENTAL SERVICES INC.

9
10 By: _____
11 MIKE GOODSSELL
12 Chair of the Board of Directors

By: _____
LAURA HARRIS
CEO

13 **ATTEST:**

14 By: _____
15 CRISTI LERMA
16 Secretary to IVRMA

17 **APPROVED AS TO FORM:**

18
19 By: _____
20 ERIC HAVENS
21 IVRMA Counsel



EFR ENVIRONMENTAL SERVICES, INC.

PO BOX 2669
ALPINE, CA 91903-2669
619-722-6781 Fax 619-566-4006

Email: customerservice@efrenviro.com

Website: Efrenviro.com

LICENSE 997309, A, B, Haz, ASB, C-21

QUOTE-WORKING AGREEMENT

March 17, 2023

Imperial Valley Resource Management Agency
300 S. Imperial Ave Ste E
El Centro, CA 92243
C/O Angelica Gerardo

Phone: 760-337-4537
Email: administration@ivrma.org

EFR Environmental Services, Inc. is pleased to provide you with the following quotation:


Project Site Address:	EPA No.:	Site Contact:
City of Brawley, City of El Centro, City of Calexico [180 S. Western Ave Brawley, 702 E. Heil Ave El Centro, 500 W. 5th St Calexico.		

Description: Tanker-Bulk Oil & Antifreeze	Unit Pricing:
Used Oil – Flat Rate	\$ 65.00
Bulk Antifreeze – Flat Rate	\$ 50.00

TERMS & CONDITIONS:

- ◆ Payment and terms are due with delivery; or, Net 30 days, upon approved credit.
- ◆ Please note a \$50.00 delivery charge/stop charge will be billed on all drums, yard boxes, pails if delivery is made without waste pick-up.
- ◆ Waste must be in DOT approved drums. If drum is damaged or is leaking, it will require an overpack drum and will be an additional \$250.00 per drum.
- ◆ Used oil must be less than 5% water content and 1,000 PPM Halogens to be priced and serviced as used oil.
- ◆ Bulk Oil & Antifreeze pricing is based on current oil market. Pricing is subject to change. EFR Environmental Services will give client 30 days written notice on any increase in price.
- ◆ Client must have active EPA number for all hazardous waste removal.
- ◆ Cancellation Fee will apply per truck without a 24-hour cancellation fee.
- ◆ This quote is based on the site prepared to facilitate a continuous workflow.
- ◆ Client accepts responsibility for additional charges if job descriptions differ, job is delayed, or the above listed conditions are not met.
- ◆ Above pricing is not based upon Prevailing Wages.
- ◆ Pricing valid for 30 days.

Client accepts responsibility for additional charges if job descriptions differ or the above conditions are not met. EFR Environmental Services, Inc. looks forward to working with you on this project and respectfully submits this quotation. If you have any questions or if I can be of further assistance, please do not hesitate to telephone. Signature below constitutes a working agreement:

BY: 

Thad Harris, VP
EFR Environmental Services, Inc.

BY:  Date: 3/17/2023
Authorized Signature
Print Name: Maricela Galarza
Title: Project Manager



IV. ACTION CALENDAR

A. IVRMA FY 2023-24 Annual Budget

- 1. Adopt the Draft IVRMA Budget for FY 2023/2024.**



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 23, 2023

Mike Goodsell, Chairperson
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: IVRMA FY 2023-24 Annual Budget

Dear Board Members:

The following is a summary of the IVRMA budget which is comprised of various grants and membership dues. The membership portion of the FY 2023-24 IVRMA Budget request reflects an increase from \$375,000 (FY 22-23) to \$578,900 for a total 54% increase. Recently IVRMA was delegated to develop the capacity plan for Imperial County and its jurisdictions, therefore IVRMA has anticipated a one-time development cost for the development of the plan. The plan is estimated to cost \$150,000 which is included in the final budget request for fiscal year 2023-24. The capacity plan is anticipated to be developed by a consultant after a formal procurement process is completed by IVRMA staff. Should additional funding be required to complete the plan within the fiscal year, additional funding will be requested from the member agencies to complete the plan and meet the state requirement.

In addition, IVRMA and its member agencies (by virtue of its technical advisory committee) have discussed the process of fulfilling the annual reporting requirements from the state (Calrecycle). It has been proposed that IVRMA acquire new software that is dedicated to assisting all the member agencies with their annual reporting requirements. IVRMA has obtained quotes from multiple vendors who provide reporting software to similar agencies. The cost to acquire the proposed software is \$53,900 and has also been included in the final budget request for FY 2023-24. The software cost is anticipated to be an annual reoccurring cost. IVRMA will pursue grant opportunities to fund the software cost for future years.

The largest portion of IVRMA's budget is comprised of Membership dues. Membership funds are utilized to finance multiple IVRMA administration operations including the Household Hazardous Waste Facilities (HHW). There is no proposed increase from the previous fiscal year 2022-23 (\$375,000) which is reflected in the final budget request. Please refer to the exhibits that have been included in the budget request. The exhibits illustrate the fees that are associated with each municipality and county for the upcoming fiscal year. IVRMA has prepared two budget breakdown exhibits, one noting the standalone operating budget and the other noting the increased budget to accommodate the increased cost associated with the capacity planning effort and the acquisition and implementation of the reporting software.

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

The ICTC Management Committee met on June 14, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Adopt the Draft IVRMA Budget for FY 2023/2024.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Aguirre', with a stylized flourish at the end.

David Aguirre
Executive Director

DA/mg

Attachments

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

IVRMA - Imperial Valley Resource Management Agency		IVRMA FY 19-20	IVRMA FY 20-21	IVRMA FY 21-22	IVRMA FY 22-23	IVRMA FY 23-24	
1	2	3	4	5	6	7	
REVENUES							
A	493000	Reimbursement for Services Provided	\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 375,000
B	493000	Reimbursement for Services Provided-Capacity Planning/Reporting Software	\$ -	\$ -	\$ -	\$ -	\$ 203,900
C Total Revenues			\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 578,900
EXPENDITURES							
Administration and Operations							
D	514000	Communications - Phone Charges	\$ 4,284	\$ 4,284	\$ 5,400	\$ 5,600	\$ 3,840
E	519045	Exp-Maintenance	\$ 1,200	\$ 1,200	\$ 1,500	\$ 3,000	\$ 3,000
F	519001	Maintenance-Vehicles	\$ 1,500	\$ 1,500	\$ 1,200	\$ 2,500	\$ -
G	519038	Fuel Expense	\$ 1,000	\$ 1,000	\$ 1,200	\$ 1,500	\$ 2,500
H	522000	Memberships	\$ 1,700	\$ 1,700	\$ 2,100	\$ 2,850	\$ -
I	524025	Admin. Office Expense	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,200	\$ 2,500
J	524030	Office Expense-Postage	\$ 300	\$ 300	\$ 100	\$ 100	\$ -
K	524000	Office Expense-Printing	\$ 500	\$ 500	\$ 500	\$ 700	\$ -
L	526000	Publ and Legal Notices	\$ 1,260	\$ 1,260	\$ -	\$ 2,500	\$ -
M	525065	Adm-Legal & Acctg Fees	\$ -	\$ -	\$ -	\$ -	\$ 25,000
N	517070	Exp-Insurance	\$ -	\$ -	\$ -	\$ -	\$ 15,000
O	532005	Exp-Utilities	\$ -	\$ -	\$ -	\$ -	\$ 2,000
P	527000	Rents & Leases Equipment	\$ -	\$ -	\$ -	\$ -	\$ 26,536
Q Administration and Operations Subtotal			\$ 12,744	\$ 12,744	\$ 13,000	\$ 19,950	\$ 80,376
Professional and Specialized Projects and Services							
R	525271	Special Dept Exp - Other	\$ 28,555	\$ 40,600	\$ 47,358	\$ 48,602	\$ -
S	531040	Travel Out of Cnty Misc	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,200	\$ -
T	549000	Equipment	\$ -	\$ 4,000	\$ -	\$ 2,000	\$ 2,000
U	525010	Professional and Specialized Projects and Services	\$ 88,238	\$ 83,000	\$ 77,048	\$ 88,835	\$ 46,030
V	525115	Prof & Spec Serv-Wages	\$ 190,290	\$ 147,345	\$ 208,405	\$ 214,413	\$ 246,594
W	530005	Special Dept Exp-Capacity Planning/Reporting Software	\$ -	\$ -	\$ -	\$ -	\$ 203,900
X Professional and Specialized Projects and Services Subtotal			\$ 309,083	\$ 276,945	\$ 334,811	\$ 355,050	\$ 498,524
Y Total Expenditures			\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 578,900

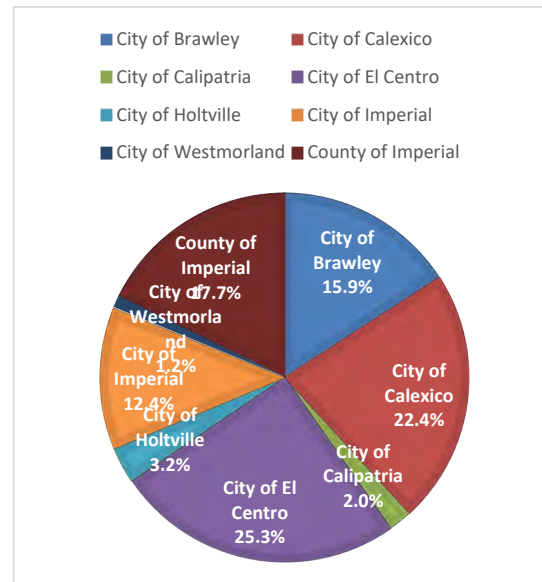
FY 2023-24 Cost Sharing Agreement IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

AGENCY	25% Equal Distribution	*Population	Agency Percentage	75% Population Distribution	Annual Membership Fee
City of Brawley	\$ 11,718.75	27,369	15.9%	\$ 44,588.47	\$ 56,307.22
City of Calexico	\$ 11,718.75	38,599	22.4%	\$ 62,883.94	\$ 74,602.69
City of Calipatria	\$ 11,718.75	3,509	2.0%	\$ 5,716.72	\$ 17,435.47
City of El Centro	\$ 11,718.75	43,646	25.3%	\$ 71,106.31	\$ 82,825.06
City of Holtville	\$ 11,718.75	5,502	3.2%	\$ 8,963.64	\$ 20,682.39
City of Imperial	\$ 11,718.75	21,466	12.4%	\$ 34,971.54	\$ 46,690.29
City of Westmorland	\$ 11,718.75	1,989	1.2%	\$ 3,240.40	\$ 14,959.15
County of Imperial	\$ 11,718.75	30,555	17.7%	\$ 49,778.98	\$ 61,497.73
Total	\$ 93,750.00	172,635	100%	\$ 281,250.00	\$ 375,000.00

Contribution Requested \$ 375,000.00

MEMBERSHIP DUES

FY 2023-24	
City of Brawley	\$ 56,307.22
City of Calexico	\$ 74,602.69
City of Calipatria	\$ 17,435.47
City of El Centro	\$ 82,825.06
City of Holtville	\$ 20,682.39
City of Imperial	\$ 46,690.29
City of Westmorland	\$ 14,959.15
County of Imperial	\$ 61,497.73
Total	\$ 375,000.00



* population from Dept of Finance May 2022

<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>

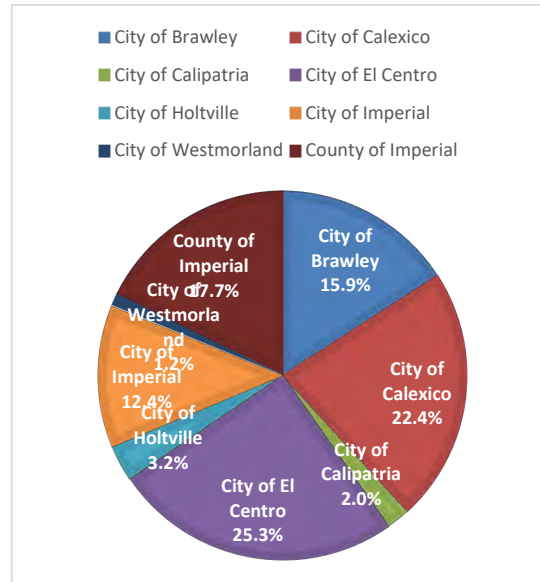
FY 2023-24 Cost Sharing Agreement IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

AGENCY	25% Equal Distribution	*Population	Agency Percentage	75% Population Distribution	Annual Membership Fee
City of Brawley	\$ 18,090.63	27,369	15.9%	\$ 68,832.71	\$ 86,923.34
City of Calexico	\$ 18,090.63	38,599	22.4%	\$ 97,076.03	\$ 115,166.66
City of Calipatria	\$ 18,090.63	3,509	2.0%	\$ 8,825.09	\$ 26,915.72
City of El Centro	\$ 18,090.63	43,646	25.3%	\$ 109,769.18	\$ 127,859.80
City of Holtville	\$ 18,090.63	5,502	3.2%	\$ 13,837.47	\$ 31,928.09
City of Imperial	\$ 18,090.63	21,466	12.4%	\$ 53,986.74	\$ 72,077.36
City of Westmorland	\$ 18,090.63	1,989	1.2%	\$ 5,002.31	\$ 23,092.94
County of Imperial	\$ 18,090.63	30,555	17.7%	\$ 76,845.47	\$ 94,936.09
Total	\$ 144,725.00	172,635	100%	\$ 434,175.00	\$ 578,900.00

Contribution Requested \$ 578,900.00

MEMBERSHIP DUES

	FY 2023-24
City of Brawley	\$ 86,923.34
City of Calexico	\$ 115,166.66
City of Calipatria	\$ 26,915.72
City of El Centro	\$ 127,859.80
City of Holtville	\$ 31,928.09
City of Imperial	\$ 72,077.36
City of Westmorland	\$ 23,092.94
County of Imperial	\$ 94,936.09
Total	\$ 578,900.00



* population from Dept of Finance May 2022

<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>