

**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](http://www.ivrma.org)

**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**  
**AGENDA**

**LARGE CONFERENCE ROOM**  
**1503 N. IMPERIAL AVE., SUITE 104**  
**EL CENTRO, CA 92243**

**WEDNESDAY, DECEMBER 13, 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.

To Join Zoom Meeting click on the following link:

<https://us06web.zoom.us/j/86330615648?pwd=jldL1ITQI7jOLesaHspGGxeq7D6Fp.1>

To Join by phone dial (669) 444-9171

Meeting ID: 863 3061 5648

Passcode: 789092

**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](mailto: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.

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

**III. CONSENT CALENDAR**

- A. IVRMA Board Draft Minutes for August 23, 2023 & September 27, 2023 Page 4

**IV. ACTION CALENDAR**

- A. IVRMA Administration-Office Space Renewal Contract/Agreement Page 10

The Management Committee met on December 13, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

- 1. Authorize the IVRMA Executive Director to sign the two-year Office Space Renewal Lease Agreement from January 1, 2024, through December 31, 2025.
- 2. Direct staff to forward the signed agreement to the current property owner.

- B. ReCREATE Waste Collaborative Consulting Services Agreement Page 20

The Management Committee will meet on December 13, 2023, and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment, if any:

- 1. Authorize the Chairperson to sign the agreement between IVRMA and ReCREATE Waste Collaborative for consulting services in the amount of \$108,450.00.

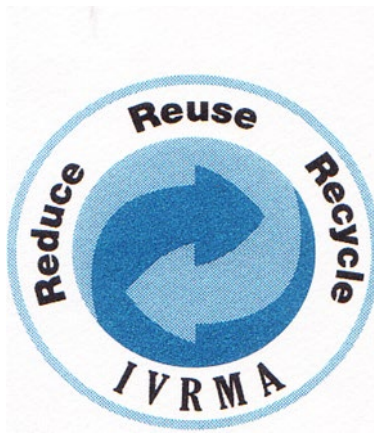
**V. ADJOURNMENT**

# III. CONSENT CALENDAR

## III. CONSENT CALENDAR

- A. Approval of IVRMA Board Draft Minutes:  
August 23, 2023 & September 27, 2023

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



**Luis Plancarte**  
 County of Imperial  
**John Hawk**  
 County of Imperial  
**Ana Beltran**  
 City of Westmorland  
**David Aguirre**  
 Imperial County Transportation Commission  
 /Administrator  
**Cristi Lerma**  
 Board Secretary

**MINUTES FOR  
 August 23, 2023**

**VOTING MEMBERS PRESENT:**

City of Brawley	George Nava
City of Calipatria	Michael Luellen
City of Calexico	Raul Urena
City of Holtville	Mike Goodsell
City of El Centro	Martha Cardenas-Singh
City of Imperial	Stacy Mendoza
County of Imperial	Luis Plancarte
County of Imperial	John Hawk-zoom
City of Westmorland	Ana Beltran

**STAFF PRESENT:** David Aguirre, Virginia Mendoza, Cristi Lerma, Maricela Galarza, Mikim Gomezllanos, Angela Delgadillo

**OTHERS PRESENT:** Eric Havens: Counsel; Ann Fox: Caltrans; George Galvan: The Holt Group

**PUBLIC:** None

**I. CALL TO ORDER AND ROLL CALL**

Meeting was called to order by Chair Goodsell at 7:13 p.m. and roll call was taken.

**II. PUBLIC COMMENTS**

There were none.

**III. CONSENT CALENDAR**

A. IVRMA Board Draft Minutes for June 28, 2023

B. Household Hazardous Waste Grant-Construction Cycle 40, FY 2023-24, regional application resolution

The ICTC Management Committee met on August 9, 2023, and forwarded 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 CalRecycle.

C. Household Hazardous Waste Grant-Small Project, Cycle 41, FY 2023-24, regional application resolution

**IVRMA Board Meeting Minutes**

**August 23, 2023**

**Page 2**

The ICTC Management Committee met on August 9, 2023, and forwarded 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 CalRecycle.

A motion was made by *Nava* and seconded by *Ureña*. Roll call vote was as follows:

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

**Motion was carried.**

**IV. ACTION CALENDAR**

**A. IVRMA Environmentally Preferrable Purchasing Policy**

IVRMA staff forwarded this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorized the Chairperson to sign IVRMA’s new Environmentally Preferable Purchasing Policy to be effective, August 23, 2023.
2. Directed staff to forward the newly adopted policy to CalRecycle.

A motion was made by *Ureña* and seconded by *Mendoza*. Roll call vote was as follows:

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

**Motion was carried.**

**IVRMA Board Meeting Minutes**

**August 23, 2023**

**Page 3**

B. IVRMA FY 2023-24 Annual Budget Amendment #1

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

1. Adopted IVRMA FY 2023-2024 Budget Amendment #1

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

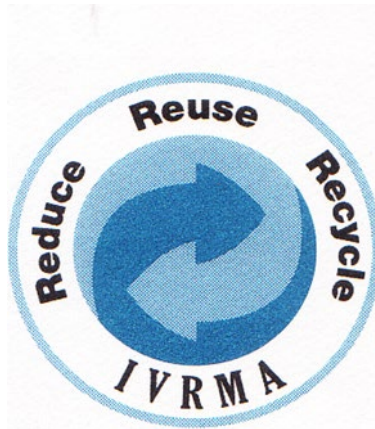
<b>Agency</b>	<b>Roll Call</b>
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial (P)	Yes
County of Imperial (H)	Zoom
City of Westmorland	Yes

**Motion was carried.**

**V. ADJOURNMENT**

A. The meeting was adjourned at 7:27 p.m.

**George Nava**  
 City of Brawley  
**Martha Cardenas-Signh**  
 City of El Centro  
**Raul Urena**  
 City of Calexico  
**Chair**  
**Maria Nava-Froelich**  
 City of Calipatria  
**Chairperson**  
**Mike Goodsell**  
 City of Holtville  
**Robert Amparano**  
 City of Imperial



**Luis Plancarte**  
 County of Imperial  
**John Hawk**  
 County of Imperial  
**Ana Beltran**  
 City of Westmorland  
**David Aguirre**  
 Imperial County Transportation Commission  
 /Administrator  
**Cristi Lerma**  
 Board Secretary

**MINUTES FOR  
 September 27, 2023**

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**VOTING MEMBERS PRESENT:**

City of Brawley	Absent
City of Calipatria	Maria Nava Froelich
City of Calexico	Raul Urena
City of Holtville	Mike Goodsell
City of El Centro	Absent
City of Imperial	Robert Amparano
County of Imperial	Absent
County of Imperial	John Hawk
City of Westmorland	Absent

**STAFF PRESENT:** David Aguirre, Virginia Mendoza, Cristi Lerma, Maricela Galarza, Angela Delgadillo

**OTHERS PRESENT:** Eric Havens: Counsel; Ann Fox, Gustavo Dallarda: Caltrans

**PUBLIC:** None

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**I. CALL TO ORDER AND ROLL CALL**

Meeting was called to order by Chair Goodsell at 7:53 p.m. and roll call was taken.

**II. PUBLIC COMMENTS**

There were none.

**III. ACTION CALENDAR**

A. Minerva-MSW Consultants Three-Year Agreement

IVRMA staff forwarded this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorized the Chairperson to sign the attached three-year agreement between IVRMA and Minerva-MSW Consultants.
2. Directed staff to move forward with the acquisition and implementation of the reporting software.

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

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

**Motion was carried.**

**V. ADJOURNMENT**

- A. The meeting was adjourned at 7:59 p.m.



## IV. ACTION CALENDAR

- A. IVRMA Administration Office Space Renewal Contract/Agreement
  - 1. Authorize the IVRMA Executive Director to sign the two-year Office Space Renewal Lease Agreement from January 1, 2024, through December 31, 2025.
  - 2. Direct staff to forward the signed agreement to the current property owner



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

December 8, 2023

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

SUBJECT: IVRMA Administration-Office Space Renewal Contract/Agreement

Dear Board Members:

IVRMA's current administration office is located at 300 S. Imperial Ave., Suite 6, El Centro CA, 92243. IVRMA currently implements all its Regional Recycling Programs through this office location with an occupancy of (5) office staff. The current lease contract has expired since October 31, 2023. IVRMA will continue to operate its administration office at this location, thus the landlord has developed a new two-year contract/agreement. IVRMA was informed that there will be an increase in the lease agreement beginning January 2024. The lease increase reflects a 10.3%, from \$975 to \$1075 a month starting January 2024 for two years, contract/agreement content also reflects this adjustment.

The Office Space Agreement is attached for your review.

The Management Committee met on December 13, 2023, and forwards this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the IVRMA Executive Director to sign the two-year Office Space Renewal Lease Agreement from January 1, 2024, through December 31, 2025.
2. Direct staff to forward the signed agreement to the current property owner.

Sincerely,

David Aguirre  
Executive Director

Attachment

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

## LEASE AGREEMENT

THIS LEASE is made this 1<sup>st</sup> day of December 2023, between the Richard Weir McManus Living Trust (Landlord), whose address is 593 W. Main Street, El Centro, CA 92243, and Imperial Valley Resource Management Agency (IVRMA), (Tenant) whose address is 300 S. Imperial Ave., Ste 6, El Centro, CA 92243, who agree as follows: This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of the premises known as **300** South Imperial Ave., El Centro, California.
2. Tenant is willing to lease suite **#6** in the premises from landlord pursuant to provisions stated in this Lease.
3. Tenant wishes to lease the premises of approximately 1000 square feet for purposes of operating resource management agency.
4. Tenant has examined the premises and is fully informed of their condition.

### I

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

### II

**Appurtenant Rights.** The appurtenant rights referred to in this Lease shall include Tenant's non-exclusive use of common areas designated by Landlord from time to time for the general use and convenience of Tenant and other tenants of the building located at 300 South Imperial Avenue, El Centro, California, their respective authorized representatives and invitees. Common areas shall include pedestrian walkways, landscaped areas, sidewalks, restrooms, and parking areas. However, Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, and use of said common areas, and to close any common areas for maintenance purposes. Tenant to be notified by letter of said rules and regulations that apply to the use of common areas by all tenants and to a misuse of common areas by an individual tenant. Disregard of a written notice from Landlord to Tenant about a misuse will subject Tenant to termination of lease upon 30 days written notice.

**III**

**Term.** The term of this Lease shall commence on **January 1, 2024**, and shall expire on **December 31, 2025**.

**IV**

**Rent.** The Tenant agrees to pay to Landlord as rent for the leased premises the total sum of **\$25,800.00** payable in **12** monthly installments of **1,075.00** on the first day of each month during the term hereof. The Tenant shall pay to the Landlord prior to the start of Lease **\$--00--** which shall be allocated to **\$--00--** first month's rent installment, and **\$--00--** to last month's rent installment, and **\$--00--** to Security Deposit. Rent must be paid by wire, check transfer via email, PayPal, Venmo, Zelle, ACH, or by direct deposit to: **Richard McManus**, US Bank, routing number 122235821 Account number 158230535557.

**V**

**Late Charge.** A late charge of \$100.00, which shall be considered additional rent, will apply if the rent is not received by the 10<sup>th</sup> of the month.

**VI**

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

**VII**

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

**VIII**

**Use.** Tenant shall use the premises only for the purposes above described, and for no other purpose without Landlord's consent. Tenant shall not do, bring or keep anything in or about the premises that will cause a

cancellation of any insurance covering the building in which the premises is located. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium.

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

## **IX**

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

## **X**

**Tenant's Maintenance.** Except as provided in paragraph IX, Tenant, at its cost, shall maintain in good condition all portions of the premises and Tenant's personal property, carpet/flooring, fixtures, signs, plate glass, windows/window covering, doors, locks, keys, interior walls, interior ceiling, interior electrical, which includes electrical outlets, light fixtures, light bulbs, light tubes, ballasts (some ballasts are located in the attic), ceiling fans, smoke detectors, and fire extinguishers. Tenant to handle pest control and maintenance issues occurring inside the premises. Tenant is solely responsible for the installation and maintenance of tenant's phone, fax, and data lines.

## **XI**

**Alterations.** Tenant shall not make any alterations to the premises without Landlord's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term, or with ten (10) days after termination of the term. If Tenant removes any such alterations, Tenant, at its cost, shall

restore the premises to the original condition or a jointly agreed condition. If Tenant makes any alterations to the premises as provided herein, the alteration shall not be commenced until ten (10) days after Landlord has received notice from Tenant stating the date of installation of the alterations, so that Landlord can post and record an appropriate notice of non-responsibility. Tenant shall pay all costs for construction done by it, or caused to be done by it, on the premises as permitted by this Lease, and Tenant shall hold Landlord harmless and free from any lien or claim on account thereof and all other liabilities, claims or demands arising out of any work done or materials supplied to the premises at Tenant's instance, and from all actions, suits, and costs of suit by any person to enforce any such lien or claim of lien, liability or demand, together with the costs of suit and attorney's fees incurred by Landlord in connection therewith.

## **XII**

**Utilities.** Landlord shall furnish to the building reasonable quantities of water. Electricity shall be furnished by the Tenant. Tenant to pay \$100 monthly for common area services if tenant occupies an 800 square foot office. If tenant occupies a larger or smaller office, this fee for utilities will be adjusted accordingly at the rate of \$0.125 per square foot. This utilities fee is included in the monthly rent for this office.

## **XIII**

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

## **XIV**

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

Tenant shall carry workers compensation insurance covering all employees of Tenant. All insurance policies carried by Tenant shall include a provision whereby the insurer waives its rights of subrogation against Landlord.

#### XV

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

#### XVI

**Destruction of the Premises.** If during the term, the premises or the building and other improvements on which the premises are located are totally or partially destroyed from cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building or other improvements on which the premises are located to substantially the same condition as they were immediately before destruction, if restoration can be made under existing laws and can be completed within ninety (90) working days after the date of the destruction. Such destruction, in that event, shall not terminate this Lease. If the restoration cannot be made in the time stated in this paragraph, then this Lease shall terminate.

#### XVII

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

#### XVIII

**Assignment, Subletting and Encumbering.** Tenant shall not voluntarily assign or encumber its interest in this Lease or in the premises or sublease all or any part of the premises, or allow any other person or entity to occupy or use all or any part of the premises, without first obtaining Landlord's written consent. Any assignment,

encumbrance, or sublease without Landlord's written consent shall be violable and, at Landlord's election, shall constitute a default. Sub-lessee to pay rent to tenant and tenant to continue to pay full lease payment to landlord. Sub-lessee is responsible for all matters for which tenant is responsible under this lease. Tenant shall not sublet the premises if tenant is a month to month tenancy.

## XIX

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

## XX

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

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

## XXI

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



**XXII**

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

**XXIII**

**Sale or Transfer by Landlord.** If Landlord sells or transfers all or any portion of the building, other improvements or land of which the premises are a part, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease, if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer the security deposit or prepaid rent to Landlord's successor and on such transfer, Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

**XXIV**

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

**XXV**

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

**XXVI**

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

**XXVII**

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

**XXVIII**

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

**XXIX**

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

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

LANDLORD:

TENANT:

Richard Weir McManus Living Trust

By: \_\_\_\_\_

By: \_\_\_\_\_

Richard McManus

Its: Trustee

Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## IV. ACTION CALENDAR

- B. ReCREATE Waste Collaborative Agreement Consulting Services
  - 1. Authorize the Chairperson to sign the agreement between IVRMA and ReCREATE Waste Collaborative for consulting services in the amount of \$108,450.00.



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

December 8, 2023

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

**SUBJECT: ReCREATE Waste Collaborative Consulting Services Agreement**

Dear Board Members:

The Imperial Valley Resource Management Agency (IVRMA) and its member agencies are required to complete a Regional Edible Food Recovery Program (EFRP) Capacity Plan and Capacity Plan Reports for the state (Calrecycle). Within its powers through the recently amended Joint Powers Agreement (JPA), IVRMA was delegated this regional effort to assist member agencies in developing the Regional EFRP Capacity Plan/Reports for state compliance. In an effort to meet the required deadlines for the Regional EFRP Capacity Plan/Reports, the IVRMA Technical Advisory Committee (TAC) proposed obtaining consulting services that would complete the required service.

IVRMA developed a Request for Proposal (RFP) to obtain the required Regional EFRP Capacity Planning Services. The RFP was forwarded to various qualified consultants and requested proposal responses from those consultants. Four interested firms submitted proposals offering the requested services. The RFP requested the firm's background, experience, strategic approaches, proposed timelines, references, and proposed costs for the completion of the project. The four proposals were then reviewed and evaluated by 4 individuals from the following agencies, (1) IVRMA, (1) ICTC, (1) SCAG, and (1) Imperial County. IVRMA contacted the provider references to obtain information pertaining to each of the firms' performances with other agencies. As a result of the evaluations and reference checks performed, it was concluded that the consultant that would move forward with the Regional EFRP Capacity Planning Services Project would be the ReCREATE Waste Collaborative.

The scope of services would be completed within an eight-month term to meet deadlines set by the State (CalRecycle) to complete the Regional EFRP Capacity Plan and its Capacity Plan reports.

The project will help facilitate the following.

- I. To facilitate all aspects of the required Edible Food Recovery Capacity Planning Report, per Section 18992.2 and 18992.3. To assist IVRMA in assessing current edible food recovery capacity within the Imperial County region, 9 jurisdictions (e.g., City of Brawley, City of Calexico, City of Calipatria, City of El Centro, City of Holtville, City of Imperial, City of Westmorland, Heber Public Utility District, and Imperial County (unincorporated areas)). Specifically:

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

- a. Estimate the amount of edible food that mandated food donors in the county would send to landfills.
  - b. Identify available existing capacity at food recovery organizations and services that could take the surplus food from food donors in the county.
  - c. Identify whether new or expanded capacity is needed to recover edible food disposed of by commercial edible food generators within the jurisdictions within the county.
- II. To facilitate all aspects of the required Edible Food Recovery Capacity Planning Report, per 14 CCR Section 18985.2, provide education to commercial edible food generators and food recovery organizations/services on behalf of the jurisdictions in the duration of the capacity planning development process.
- III. The development of the capacity planning report through the end of 2034 per 14 CCR Section 18992.3(a)(1) & (2). The consultant will develop two rounds of capacity planning/reporting.
- a. First, that covers capacity planning for 2022-2024 as stated in the Imperial County Corrective Action Plan (CAP). This implementation schedule is for the period covering January 1, 2022, through December 31, 2024, as required by 14 CCR Section 18992.3 (a)(1).
  - b. The second covers capacity planning for 2025-2034 which is due August 1, 2024. This implementation schedule is for the period covering January 1, 2025, through December 31, 2034, as required by 14 CCR Section 18992.3 (a)(2).
  - c. Per 14 CCR Section 18992.2(c), preparation of implementation schedules is required to address capacity deficiencies in the Imperial County Region for the drafting of these capacity plans/reports.
- IV. Utilizing the information gathered for the capacity planning report, provide recommendations to enhance regional edible food recovery capacity and support to help implement these recommendations. The completed plans/reports will require all jurisdictions to review and provide feedback before deemed final for submission to Cal Recycle. The consultant will be required to submit plans/reports for review; (#1) by March 29, 2024, and (#2) by June 15, 2024.

ReCREATE Waste Collaborative's proposed contract cost is \$108,450 for the completion of the Imperial County: Regional EFRP Capacity Planning Services Project.

ReCREATE Waste Collaborative consultants' proposal and agreement are attached for further review as required. Approval of the agreement is essential to initiate the implementation of their consulting services to develop and complete the EFRP Capacity Plan/Reports per State deadlines. Once the agreement is approved by the board, ReCREATE Waste Collaborative consultants will immediately begin kick-off meetings with IVRMA and its member agencies.

The Management Committee will meet on December 13, 2023 and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the agreement between IVRMA and ReCREATE Waste Collaborative for consulting services in the amount of \$108,450.00.

Sincerely,



David Aguirre  
Executive Director

DA/mg  
Attachment

1 **AGREEMENT FOR SERVICES**

2 **ReCREATE Waste Collaborative LLC**

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 **RECREATE WASTE COLLABORATIVE LLC**, an  
6 active 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 Edible Food Recovery Capacity Planning & Consulting Support services (“the  
10 Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean IVRMA’s request for proposals entitled “Imperial Valley Resource  
17 Management Agency Request for Proposal (RFP) Edible Food Recovery Capacity Planning & Consulting  
18 Support” dated October 2023. The RFP is attached as **Exhibit “A”** and incorporated herein by this  
19 reference.

20 1.2 “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to the IVRMA Edible  
21 Food Recovery Capacity Planning & Consulting Support” dated November 6, 2023. The Proposal is  
22 attached as **Exhibit “B”** and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

24 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
25 progress and execution of this Agreement. Natalie Lessa is hereby designated as the Contract Manager for  
26 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement  
27 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to  
28 the prior written acceptance and approval of IVRMA.

1 3. DESCRIPTION OF WORK.

2 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the  
3 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the  
4 Proposal and this Agreement shall take precedence over both.

5 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour  
6 rate set forth in **Exhibit "A"**.

7 4. WORK TO BE PERFORMED BY CONSULTANT.

8 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
9 Proposal and this Agreement.

10 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full  
11 performance of the obligations assumed by CONSULTANT hereunder.

12 4.3. CONSULTANT shall:

13 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
14 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
15 by CONSULTANT pursuant to this Agreement;

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to IVRMA in writing any discrepancy or inconsistency it  
24 discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to  
25 any plans, drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or  
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of IVRMA and shall not  
28 be made available to any individual or organization by CONSULTANT without the prior written approval

1 of IVRMA. The preceding restriction shall not apply to information which is in the public domain, was  
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
3 confidential relationship to IVRMA with respect to same, or which through no fault of CONSULTANT  
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
5 including confidential information, in response to a subpoena, court order, or other legal process.  
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
7 promptly notify IVRMA in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that IVRMA has limited knowledge in the multiple  
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
11 and understands that IVRMA is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
13 possessing all required licenses and authorities to do business in the State of California and perform all  
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
16 provide any other services, or materials, in connection therewith until CONSULTANT has received  
17 written authorization from IVRMA to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
25 true and correct.

26 5.6. CONSULTANT understands that IVRMA considers the representations made herein to be  
27 material and would not enter into this Agreement with CONSULTANT if such representations were not  
28 made.



1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed **\$108,540** unless otherwise  
3 previously agreed to by IVRMA.

4 7. PAYMENT.

5 CONSULTANT will bill IVRMA on a time and material basis upon completion of the project or as  
6 set forth in the cost schedule attached hereto as **Exhibit "A"**. IVRMA shall pay CONSULTANT for  
7 completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing,  
8 IVRMA shall retain 10% of the total compensation until the work to be performed has been completed in  
9 accordance with this Agreement, as determined by IVRMA, and payment in full of all subcontractors of  
10 CONSULTANT.

11 8. METHOD OF PAYMENT.

12 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to IVRMA a  
13 written claim for compensation for services performed. The claim shall be in a format approved by  
14 IVRMA. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any  
15 event in the normal course of business within thirty (30) days after the claim is submitted.

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

17 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
18 through completion of the Project unless otherwise terminated as provided herein.

19 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
20 approved by both IVRMA and CONSULTANT's Contract Manager. Time extensions may be allowed for  
21 delays caused by IVRMA, other governmental agencies, or factors not directly brought about by the  
22 negligence or lack of due care on the part of CONSULTANT.

23 10. SUSPENSION OF AGREEMENT.

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

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1 11. SUSPENSION AND/OR TERMINATION.

2 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying  
3 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
4 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
5 CONSULTANT, IVRMA shall be obligated to compensate CONSULTANT only for that portion of  
6 CONSULTANT's services which have been performed in accordance with the terms and conditions of this  
7 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and  
8 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
9 appointed and the decision of the arbitrator shall be binding upon the Parties.

10 11.2. Upon such termination, CONSULTANT shall immediately turn over to IVRMA any and all  
11 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
12 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
13 permanent property of IVRMA.

14 12. INSPECTION.

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

20 13. OWNERSHIP OF MATERIALS.

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

24 14. INTEREST OF CONSULTANT.

25 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
26 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
27 performance of the services hereunder.

1 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
2 person having such an interest shall be employed.

3 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
4 this Agreement is an officer or employee of IVRMA.

5 15. INDEMNIFICATION.

6 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant  
7 shall indemnify, hold harmless and defend IVRMA and its members, board members, officers, officials,  
8 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and  
9 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
10 any time and property damage), and from any and all claims, demands and actions in law or equity  
11 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the  
12 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents  
13 or volunteers in the performance of professional services under this Agreement.

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

26 C. If Consultant should subcontract all or any portion of the services to be performed under  
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
28

1 IVRMA and its members, board members, officers, officials, employees, agents and volunteers in  
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of IVRMA and is only responsible for the  
9 requirements and results specified by this Agreement or any other agreement.

10 16.2. CONSULTANT shall be responsible to IVRMA only for the requirements and results  
11 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
12 to IVRMA's control with respect to the physical actions or activities of CONSULTANT in fulfillment  
13 of the requirements of this Agreement.

14 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, IVRMA,  
15 and IVRMA shall not provide, or be obligated to provide, CONSULTANT with Worker's  
16 Compensation coverage or any other type of employment or worker insurance or benefit coverage  
17 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an  
18 employee of IVRMA.

19 16.4. CONSULTANT shall not be entitled to have IVRMA withhold or pay, and IVRMA shall  
20 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old  
21 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or  
22 disability program required or provided by any Federal, State or local law or regulation.

23 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
24 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension  
25 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,  
26 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

27 16.6. IVRMA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or  
28 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1           16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
2 and conduct itself as an independent contractor, not as an employee of IVRMA.

3           16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
4 or obligate IVRMA in any way without the written consent of IVRMA.

5 17. INSURANCE.

6           Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and  
7 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by  
8 the California Insurance Commissioner to do business in the State of California and rated not less than  
9 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by IVRMA's  
10 Executive Director or his/her designee at any time and in his/her sole discretion. The following policies  
11 of insurance are required:

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

18           \$2,000,000 per occurrence for bodily injury and property damage

19           \$1,000,000 per occurrence for personal and advertising injury

20           \$4,000,000 aggregate for products and completed operations

21           \$4,000,000 general aggregate

22           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
24 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code  
25 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and  
26 property damage.

1 (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.  
2 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000  
3 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

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

7 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
8 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford  
9 no less coverage than the primary insurance policy(ies).

10 Consultant shall be responsible for payment of any deductibles contained in any insurance policies  
11 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.  
12 Any deductibles or self-insured retentions must be declared to, and approved by, the IVRMA's  
13 Executive Director or his/her designee in his/her sole discretion. At the option of the IVRMA's  
14 Executive Director or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or  
15 self-insured retentions as respects IVRMA, its members, board members, officers, officials, employees  
16 and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the IVRMA's Executive  
17 Director or his/her designee in his/her sole discretion, guaranteeing payment of losses and related  
18 investigations, claim administration and defense expenses. At no time shall IVRMA be responsible for  
19 the payment of any deductibles or self-insured retentions.

20 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall  
21 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written  
22 notice has been given to IVRMA. Upon issuance by the insurer, broker, or agent of a notice of  
23 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish IVRMA with a  
24 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to  
25 expire during the work to be performed for IVRMA, Consultant shall provide a new certificate, and  
26 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the  
27 expiration date of the expiring policy.  
28

1 The General Liability and Automobile Liability insurance policies shall be written on an  
2 occurrence form. The General Liability (including ongoing operations and completed operations) and  
3 Automobile Liability insurance policies shall name IVRMA, its members, board members, officers,  
4 officials, employees and agents as an additional insured. All such policies of insurance shall be  
5 endorsed so Consultant's insurance shall be primary and no contribution shall be required of IVRMA, its  
6 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
7 contain no special limitations on the scope of protection afforded to IVRMA, its members, board  
8 members, officers, officials, employees and agents. The Workers' Compensation insurance policy shall  
9 contain a waiver of subrogation as to IVRMA, its members, board members, officers, employees, agents  
10 and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability  
11 greater than those shown above, IVRMA requires and shall be entitled to the broader coverage and/or  
12 the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of  
13 the specified minimum limits of insurance and coverage shall be available to IVRMA.

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

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

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

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

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

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

26 Consultant shall furnish IVRMA with all certificate(s) and applicable endorsements effecting  
27 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
28 **approved by IVRMA's Executive Director or his/her designee in his/her sole discretion prior to**

1 **IVRMA's execution of the AGREEMENT and before work commences.** Upon request of IVRMA,  
2 Consultant shall immediately furnish IVRMA with a complete copy of any insurance policy required  
3 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a  
4 true and correct copy of the original policy. This requirement shall survive expiration or termination of  
5 this Agreement.

6 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
7 Consultants fail to maintain any required insurance in full force and effect, all work under this  
8 Agreement shall be discontinued immediately, until notice is received by IVRMA that the required  
9 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
10 period satisfactory to IVRMA. Any failure to maintain the required insurance shall be sufficient cause  
11 for IVRMA to terminate this Agreement. No action taken by IVRMA hereunder shall in any way  
12 relieve Consultant of its responsibilities under this Agreement.

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

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

28 ///



1 18. ASSIGNMENT.

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

5 19. NON-DISCRIMINATION.

6 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
7 against any employee or applicant for employment or employee of IVRMA or member of the public  
8 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the  
9 evaluation and treatment of its employees and applicants for employment and employees and members  
10 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the  
11 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of  
12 the Fair Employment Housing Commission implementing Government Code §12900 set forth in  
13 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this  
14 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the  
15 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and  
16 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities  
17 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.  
18 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with  
19 which it has a collective bargain or other agreement. CONSULTANT shall include the non-  
20 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant  
21 to this Agreement.

22 20. NOTICES AND REPORTS.

23 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
24 by personal delivery or by mailing by certified mail, addressed as follows:

25 **IVRMA**

26 Attn: Executive Director  
27 IVRMA  
28 300 S Imperial Avenue, Suite 6  
El Centro, CA 92243

**CONSULTANT**

Attn: Project Manager  
ReCREATE Waste Collaborative LLC  
212 Quincy Ave 204  
Long Beach, CA 90853

1           20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
2 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
3 Party given in such manner.

4           20.3. Any notice given by mail shall be considered given when deposited in the United States  
5 Mail, postage prepaid, addressed as provided herein.

6 21. ENTIRE AGREEMENT.

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

10 22. MODIFICATION.

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

13 23. PARTIAL INVALIDITY.

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

17 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25 25. WAIVER.

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

1 26. CHOICE OF LAW.

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

5 27. ATTORNEY’S FEES.

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

8 28. AUTHORITY.

9 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
10 that:

11 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONSULTANT;

13 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

16 29. COUNTERPARTS.

17 This Agreement may be executed in counterparts.

18 30. REVIEW OF AGREEMENT TERMS.

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

23 31. NON-APPROPRIATION.

24 31.1. All obligations of IVRMA are subject to appropriation of resources by various federal,  
25 State, and local agencies, including but not limited to the U.S. Department of Transportation  
26 (“DOT”) and the California Department of Transportation (“Caltrans”).

27 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to  
28 IVRMA for the purposes of this Project. In addition, this Agreement is subject to any additional

1 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or  
2 IVRMA, and any regulations prescribed therefrom, that may affect the provisions, terms, or  
3 funding of this Agreement.

4 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended  
5 or terminated in order to reflect said reduction in funding.

6 32. PREVAILING WAGE.

7 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the  
8 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-  
9 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

10 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at  
11 IVRMA and available to any interested party upon request. CONSULTANT shall post copies of  
12 the prevailing wage rate of per diem wages at the Project site.

13 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

14 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor  
15 Code section 1776 regarding retention and inspection of payroll records and  
16 noncompliance penalties; and

17 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor  
18 Code section 1777.5 regarding employment of registered apprentices; and

19 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor  
20 Code section 1810 regarding the legal day’s work; and

21 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor  
22 Code section 1813 regarding forfeiture for violations of the maximum hours per day and  
23 per week provisions contained in the same chapter.

24 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable  
25 provisions for those Projects subject to Department of Industrial Relations (DIR)  
26 Monitoring and Enforcement of prevailing wages. IVRMA hereby notifies  
27 CONSULTANT that CONSULTANT is responsible for complying with the requirements  
28 of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further

1 information concerning the requirements of SB854 is available on the DIR website  
2 located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

3 33. WORKERS' COMPENSATION CERTIFICATION.

4 33.1. Prior to the commencement of work, CONSULTANT shall sign and file with IVRMA  
5 the following certification: "I am aware of the provisions of California Labor Code §§3700 et  
6 seq. which require every employer to be insured against liability for workers' compensation or to  
7 undertake self-insurance in accordance with the provisions of that code, and I will comply with  
8 such provisions before commencing the performance of the work of this contract."

9 33.2. This certification is included in this Agreement and signature of the Agreement shall  
10 constitute signing and filing of the certificate.

11 33.3. CONSULTANT understands and agrees that any and all employees, regardless of hire  
12 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to  
13 beginning work on the Project.

14 33.4. If CONSULTANT has no employees, initial here: \_\_\_\_\_.

15 34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

16 34.1. When applicable, CONSULTANT represents and warrants that it has fully read the  
17 applicable Disadvantaged Business Enterprise ("DBE") requirements pertaining to this Project  
18 and has fully and accurately completed any and all required DBE forms.

19 34.2. CONSULTANT represents and warrants that it will comply with all applicable DBE  
20 requirements for this Project.

21 34.3. CONSULTANT shall comply with any applicable DBE provisions attached hereto as  
22 **Exhibit "D"** and incorporated by this reference as though fully set forth herein.

23 34.4. If any state or federal funds are withheld from IVRMA or not reimbursed to IVRMA due  
24 to CONSULTANT's failure to either comply with the DBE requirements set forth in the RFP  
25 and this Agreement, or to meet the mandatory DBE goals as determined by IVRMA, Caltrans,  
26 the Federal Highway Administration, and/or any other state or federal agency contributing funds  
27 to the Project, then CONSULTANT shall fully reimburse IVRMA the amount of funding lost.  
28

1 IVRMA reserves the right to deduct any such loss in funding from the amount of compensation  
2 due to CONSULTANT under this Agreement.

3 34.5. In addition to the above, CONSULTANT's failure to comply with DBE  
4 requirements/goals shall subject it to such sanctions as are permitted by law, which may include,  
5 but shall not be limited to the following:

6 34.5.1. Termination of this Agreement;

7 34.5.2. Withholding monthly progress payments;

8 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or

9 34.5.4. Designation of CONSULTANT as "nonresponsible," and disqualification from  
10 bidding on future public works projects advertised by IVRMA.

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

13 **IMPERIAL VALLEY RESOURCE**  
14 **MANAGEMENT AGENCY**

**RECREATE WASTE COLLABORATIVE LLC**

15  
16  
17 By: \_\_\_\_\_  
18 MIKE GOODSSELL  
Chair of the Board of Directors

By: \_\_\_\_\_  
NATALIE LESSA  
Managing Member

19 **ATTEST:**

20  
21 By: \_\_\_\_\_  
22 CRISTI LERMA  
Secretary to IVRMA

23 **APPROVED AS TO FORM:**

24  
25 By: \_\_\_\_\_  
26 Eric Havens  
IVRMA Counsel