

George Nava
City of Brawley
Martha Cardenas-Singh
City of El Centro
Camilo Garcia
City of Calexico
Maria Nava-Froelich
City of Calipatria
Mike Goodsell
City of Holtville
Vice-Chair
Robert Amparano
City of Imperial



Chairperson
Luis Plancarte
County of Imperial
John Hawk
County of Imperial
Ana Beltran
City of Westmorland

David Aguirre
Executive Director
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

WEDNESDAY, MAY 22, 2024
6:00 PM (OR AFTER ICTC, LTA OR SAFE)

CHAIR: LUIS PLANCARTE

VICE CHAIR: ROBERT AMPARANO

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/88179511273?pwd=kVCbcopFQxb4Q0kjbNSvZaSVwsDlhZ.1>

To Join by phone dial (669) 444-9171

Meeting ID: 881 7951 1273

Passcode: 123045

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.

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

III. CONSENT CALENDAR

A. IVRMA Board Draft Minutes for April 24, 2024 Page 4

B. Secure E-Waste Solutions (SES) Agreement – Sixth Modification Page 7

The ICTC Management Committee met on May 8, 2024, 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 Sixth Modification of the Secure E-Waste Solutions (SES) Agreement from July 1, 2024, through June 30, 2029.

C. Hunter Employment, LLC Agreement- Fifth Modification Page 12

The ICTC Management Committee met on May 8, 2024, 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 Hunter Employment, LLC Agreement for July 1, 2024, to June 30, 2025.

D. Clean Earth Environmental Services Inc. Eighth Modification Page 21

The ICTC Management Committee met on May 8, 2024, 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 Eighth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2024, to June 30, 2025.

IV. ACTION CALENDAR

A. Team Services Junk Removal - Three Year Agreement Page 33

The ICTC Management Committee met on May 8, 2024, 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 Team Services Junk Removal three-year agreement, for FY 2024-25, FY 2025-26, and FY 2026-27.

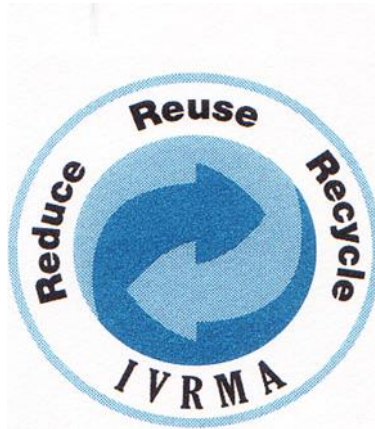
V. ADJOURNMENT

III. CONSENT CALENDAR

III. CONSENT CALENDAR
III. CONSENT CALENDAR

- A. **IVRMA Board Draft Minutes for April 24, 2024**

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
April 24, 2024**

VOTING MEMBERS PRESENT:

City of Brawley	Absent
City of Calipatria	Maria Nava-Froelich
City of Calexico	Absent
City of Holtville	Absent
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	Absent

STAFF PRESENT: David Aguirre, Michelle Bastidas, Maricela Galarza, Katie Luna, Angela Delgadillo

OTHERS PRESENT: Eric Havens: Counsel; Everett Townsend, John Garcia, Roy Abboud: Caltrans, David Salgado: SCAG

PUBLIC: None

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Goodsell at 7:11 p.m. and roll call was taken.

II. PUBLIC COMMENTS

There were none.

III. CONSENT CALENDAR

- A. IVRMA Board Draft Minutes for December 13, 2023
- B. IVRMA-Local Government Waste Tire Clean Up Grant Resolution Cycle 20

The Management Committee met on April 10, 2024, 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.

IVRMA Board Meeting Minutes

April 24, 2024

Page 2

The motion was made by *Amparano* and seconded by *Cardenas-Singh*. Roll call vote was as follows:

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

Motion was carried.

V. ADJOURNMENT

A. The meeting was adjourned at 7:14 p.m.

III. CONSENT CALENDAR

- B. Secure E-Waste Solutions (SES) Agreement – Sixth Modification

Authorize the Chairperson to sign the Sixth Modification of the Secure E-Waste Solutions (SES) Agreement from July 1, 2024, through June 30, 2029.



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

May 9, 2024

Luis Plancarte, Chairman
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

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

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Secure E-Waste Solutions (SES) from July 1, 2024, through June 30, 2029. Both parties have agreed to continue in a 5-year agreement to continue disposal/recycling services to IVRMA. SES is not requesting any financial modifications from the previous agreement; a letter of intent is 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 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 is 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.

The ICTC Management Committee met on May 8, 2024, 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 Sixth Modification of the Secure E-Waste Solutions (SES) Agreement from July 1, 2024, through June 30, 2029.

Sincerely,

David Aguirre
Executive Director

Attachment

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

1 **MODIFICATION #6 TO AGREEMENT FOR SERVICES**

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

3 THIS SIXTH MODIFICATION OF AGREEMENT FOR SERVICES (“Modification #6”), made
4 and entered into effective the _____ day of _____, 2024, by and between the **Imperial Valley**
5 **Resource Management Agency**, a regional agency under California Public Resources Code Section 40970
6 et al., (“IVRMA”) and **SES / Secure E-Waste Solutions**, an active California corporation
7 (“CONTRACTOR”) (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, to June 30, 2023
15 and again to June 30, 2024; and

16 **WHEREAS**, the term of the Agreement is set to expire on June 30, 2024; and

17 **WHEREAS**, the Agreement permits the Parties to modify the terms of the Agreement by a written
18 amendment; and

19 **WHEREAS**, the Parties desire to extend the term of the Agreement for an additional five (5) years,
20 subject to the terms and conditions provided for herein.

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

23 **A.** The first sentence of the “Term of Agreement” section shall be amended to read as follows:

24 “The term of the Agreement shall be five (5) years commencing on the date hereinabove written
25 through June 30, 2029.”

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

27 There are no other modifications, express or implied except as herein provided.

28 ///

1 **IN WITNESS WHEREOF**, the Parties have executed this Modification #6 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 LUIS A. PLANCARTE
9 Chair of the Board of Directors

By: *FOR: [Signature]* *Juan Marquez*
LARRY KURSCHNER
Chief Executive Officer

10 **ATTEST:**

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

15 **APPROVED AS TO FORM:**

16
17 By: _____
18 Eric Havens
19 IVRMA Counsel

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



Secure E-Waste
Solutions

April 23, 2024

RE: Letter of Intent to Enter a 5-year agreement

I will then have a 5-year agreement developed and unless there are required changes we can modify if needed between the 5 years.

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 in continuing the service. The terms are detailed in the original agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kendra Mckee', is written in a cursive style.

Kendra Mckee
Office Manager
W. 858-909-0802
Kendra@sesrecycling.com
www.sesrecycling.com

III. CONSENT CALENDAR

III. CONSENT CALENDAR
III. CONSENT CALENDAR

- C. Hunter Employment, LLC Agreement- Fifth Modification

Authorize the Chairperson to execute the Fifth Modification of the Hunter Employment, LLC Agreement for July 1, 2024, to June 30, 2025.



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

May 9, 2024

Luis Plancarte, Chairman
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Hunter Employment, LLC Agreement- Fifth Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Hunter Employment, LLC. from July 1, 2024, through June 30, 2025. 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 ICTC Management Committee met on May 8, 2024, 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 Hunter Employment, LLC Agreement for July 1, 2024, to June 30, 2025.

Sincerely,

David Aguirre
Executive Director

Attachment

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

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

2 HUNTER EMPLOYMENT SERVICES

3 THIS FIFTH MODIFICATION TO AGREEMENT FOR SERVICES (“Fifth Modification”) made
4 and entered into this ____ day of _____, 2024, 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, third modified on June 22, 2022 through Minute Order No. 4F, and
12 fourth modified on June 28, 2023 through Minute Order No. 3B (“Agreement”), incorporated by this
13 reference as though fully set forth herein; and

14 **WHEREAS**, the extended term of the Agreement is set to expire on June 30, 2024, and the Parties
15 wish to extend the term of the Agreement for an additional one (1) year FY 2024-25; and

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

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

19 “The term of the Agreement shall be from July 1, 2024 to June 30, 2025, for the service of
20 assigning employees.”

21 2. The rates in the Agreement shall be amended as set forth in the letter from CONSULTANT
22 dated March 27, 2024, attached hereto as **Exhibit “A”**.

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

25 ///

26 ///

27 ///

28 ///

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

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

CONSULTANT
HUNTER EMPLOYMENT SERVICES,
INC.

6
7
8
9 _____
10 By: Luis A. Plancarte
11 Chair of the Board of Directors


12
13
14 _____
15 By: Sara K. Villalobos
16 Vice President

17 **ATTEST:**

18
19
20 _____
21 By: Cristi Lerma
22 Secretary to IVRMA

23 **APPROVED AS TO FORM:**

24
25
26
27
28 _____
By: Eric Havens
IVRMA Counsel

STAFFING AGREEMENT

IT IS HEREBY AGREED between **Hunter Employment, LLC** (hereinafter referred to as HE) and **Imperial Valley Resource Management Agency** (hereinafter referred to as Client) that,

WHEREAS, HE is engaged in the business of assigning employees to perform services for clients as well as providing related management and human resource services; and

WHEREAS, Client desires to engage HE to provide such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows for a duration of 12 months (which may be automatically extended) from date of signature below:

1. HE shall provide to Client the services of Assigned Employees as requested by Client. When Client wishes to use the services of HE as a provider of employees for one or more of the job titles set forth below in paragraph 11, HE shall provide services in accordance with the provisions of this Agreement.
2. HE agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that HE has agreed to pay. Unless accepted by Client's initialing in paragraph 11.b, assigned Employees shall not be entitled to holidays, vacations, disability insurance, pension or retirement plans, or any other pay or benefits offered or provided by Client to its direct-hire employees. Paragraph 11.b below can be enhanced by negotiation with Client and put into writing.
3. HE shall designate and provide at no charge to Client a Staffing Coordinator to serve as liaison with the Client in overseeing the implementation of this Agreement.
4. HE shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Employees to be assigned to Client.
5. HE agrees, at no additional cost to Client, to perform background searches and administer drug tests to all Assigned Employees. Upon specific request by a Client, HE shall conduct random drug testing with Assigned Employees.
6. HE will assign employees who are qualified to fill the job functions specified. HE shall consult with Client in filling job positions but HE shall not be obligated to hire Client's former employees. Client may reject an employee furnished for unsatisfactory performance and, upon notification of such rejection, a replacement will be provided by HE as soon as possible.
7. **Payment for Services**
Client agrees to pay for services rendered within 30 days or less of each invoice date*. Payment will take the form of (check one or more choices as appropriate): Pay in Advance**; Pay Weekly***; Pay by Cash; Pay by Check; **Invoice Weekly and Pay Each Invoice Within 30 days.** Payments can be cash, or check. Client's signature on HE timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction. Payments not made in advance shall be made out directly to and sent to the HE funder at Bridgeport Capital Funding, Hunter Employment, PO Box 101004, Atlanta, GA 30392-1004.
*Default. If payment for services becomes 90 days past due, Client shall be subject to damages of triple the amount owed.
**Any payment in advance shall be made the week prior to the Assigned Employee beginning work at the Client's facility. Client will receive an invoice for the period Assigned Employee worked and that amount will be deducted from the prepayment. Any amount remaining can be reimbursed or rolled over to the upcoming week. Any amount owed will be due immediately. If a check is received for prepayment, staffing will not occur until check clears HE's bank.
***If Pay Weekly is checked, good funds must be received in the HE office prior to release of payroll each Thursday.
8. **Conversion Fees**
HE shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event Client hires directly onto its own payroll or engages as an independent contractor any Assigned Employee at any time after such Assigned Employee has worked at Client's facility for at least 520 hours in any one calendar year, provided that Client has paid to HE all invoiced amounts for such Assigned Employee. Should Client wish to directly hire any Assigned Employee prior to the 520 hours, at the discretion of HE a conversation fee may be negotiated. In the event that Client hires or engages as an independent contractor any Assigned Employee prior to such 520 hour period without a prior negotiated conversation fee in place, Client shall pay to HE an amount equal to what Client would have paid HE had such Assigned Employee worked at Client's facility through HE for the 520 hours at stated HE rates.
9. **Insurance**

a. Each party hereby waives any claim against the other party by way of subrogation or otherwise which arises during the initial or extended term of this Agreement for any and all loss or damage to any of its property which loss or damage is covered by policies of insurance. To the maximum extent permitted by general liability insurance policies owned by HE and Client, for the benefit of each other, each party shall waive any and all rights of subrogation which might otherwise exist.

b. If any HE employee is to drive a vehicle of any kind for Client, Client shall furnish liability insurance. The policy shall insure against public liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000 and uninsured motorist insurance with a minimum combined single limit of \$100,000. Client shall cause its insurance carrier to issue a certificate of insurance naming HE as additional insured, allowing not less than 30 days notice in the event of cancellation of coverage.

c. HE shall, at all times during the term of the Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and insured by insurers with A.M. Best ratings of no less than A-:VI.

- Commercial general liability at least as broad as ISO CG 0001:
 - (Per occurrence) \$1,000,000.00
 - (General aggregate) \$2,000,000.00
- Errors and omissions liability (per claim and aggregate): \$1,000,000.00
- Workers' Compensation: Statutory

d. All insurance required by this section shall apply on a primary basis. HE agrees that it will not cancel or reduce said insurance coverage. HE agrees that if it does not keep the aforesaid insurance in full force and effect, Client may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Client may take out the necessary insurance and pay, at HE expense, the premium thereon.

e. At any time during the term of this Agreement, HE shall maintain on file with Client a certificate of insurance, in a form acceptable to Client, showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including Clients as an additional insured. HE shall promptly file with Client such certificate or certificates and endorsements if applicable. Coverage for the additional insured shall apply to the fullest extent permitted by law.

f. No policy required by this section shall prohibit HE from waiving any right of recovery prior to loss. All insurance coverage and limits provided by HE and available to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

10. Supervision and Safety

Client agrees to direct and supervise all Assigned Employees. Because Client controls the facilities in which Assigned Employees work, it is agreed that Client will be primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws to the extent those laws apply to Assigned Employees.

All work-related injuries, no matter how slight, must be reported to HE immediately at 800-501-2794. Client herewith agrees to comply with the HE Injury and Illness Prevention Program, a copy of which is available at www.hunteremployment.com.

11. Fees and Paid Time off

a. Client shall pay HE fees as initially specified in this Agreement and as may subsequently be modified in writing. The fees are specified as a designated percentage above base pay rate and are all-inclusive of taxes, impounds, administration, payroll costs, recruiting, and workers comp premiums. Base pay rate may change from time to time to reflect changing conditions and will vary in accordance with the classification of Assigned Employee. The fees for the classifications of Assigned Employees specified below are as follows:

<u>Job Classification</u>	<u>Salary Rate</u>	<u>Mark-up</u>
Administrative Assistant	\$17.33	60%
Accounting Assistant	\$19.43	60%
(1)Recycling Outreach Coord.	\$19.43	60%
(2)Recycling Outreach Coord.	\$17.85	60%
Waste Management Coord.	\$21.26	73%
Waste Management Coord.	\$17.00	73%
Waste Management Technician	\$18.75	73%
Grade Crew Labor	\$16.00	73%

b. HE will assist with management of Paid Time off (PTO) and Holiday pay, if any, as required by Client. An additional percentage fee will be added to the Service Rate that includes administration fee and PTO costs accrued by employees. PTO and holiday pay shall be administered in accordance with the policy set forth in exhibit "A" attached hereto and incorporated by this reference. If an employee leaves the payroll and has accrued vacation days, these day shall be payable to the employee at the same time they receive their final paycheck. ACCEPTED _____

12. Governing Law/Attorney's Fees

This Agreement shall be governed by the laws of the State of Arizona without regard to any conflict of laws doctrine. The parties hereto agree that any dispute shall first be attempted to be resolved by mediation or arbitration prior to proceeding to litigation. If action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action shall receive reasonable attorney's fees and costs in addition to such other relief as the party may be entitled.

CLIENT

HUNTER EMPLOYMENT, LLC

Authorized Signature



Authorized Signature

Print Name

Sara K Villalobos

Print Name

Title

Vice President

Title

Date

3/27/2024

Date

EXHIBIT "A"

Vacation Policy Hunter Employment, LLC for Employees Assigned to Imperial Valley Resource Management Agency

EMPLOYEE HOLIDAY PAY AND PAID TIME OFF BENEFITS

Holiday Pay

The following assigned employee positions are eligible for Holiday Pay, as long as they have worked an average of thirty(30) hours or more per week over the last ninety days:

Administrative Assistant
Accounting Assistant
(1) Recycling Outreach Coord.
(2) Recycling Outreach Coord.
Waste Management Coord.
Waste Management Coord.
Waste Management Technician
Grade Crew Labor

The aforementioned assigned employee positions shall be compensated for the following Holidays:

1. January 1, New Year's Day;
2. The third (3rd) Monday in January, Martin Luther King, Jr. Day;
3. The (3rd) Monday in February, President's Day;
4. One-half (.5) day on the afternoon of the Friday before Easter, Good Friday;
5. The last Monday in May, Memorial Day
6. Juneteenth, June 19;
7. July 4, Independence Day;
8. The first (1st) Monday in September, Labor Day;
9. November 11, Veteran's Day;
10. The fourth (4th) Thursday in November , Thanksgiving Day;
11. The Friday after Thanksgiving Day;
12. One-half (.5) day on December 24th;
13. December 25, Christmas day; and
14. One-half (.5) day on December 31st.

Holiday Falling on Weekends:

Any holiday falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

Paid Time Off Leave

Paid Time Off leave should be eligible to the following employees:

Administrative Assistant
Accounting Assistant
(1) Recycling Outreach Coord.
(2) Recycling Outreach Coord.
Waste Management Coord.
Waste Management Coord.
Waste Management Technician
Grade Crew Labor

Employees can use no more than 40 hours of PTO (5 days) in the 12-month period.

Employees cannot accrue more than 40 hours of PTO in the 12 month period. Unused and accrued hours will be paid off by June 30th prior to the start of the new fiscal year.

New Hires need to work 90 calendar days prior to accruing and using paid time off.

Current employees that have already worked a minimum of 90 consecutive days, can start accruing paid time off immediately as of 7/1/2024.

Employees accrue 1.50 hours of Paid Time off per week, when working at least 32 hours during the work week.

The PTO year shall mean twelve (12) month period from July 1st to June 30th, to coincide with the fiscal year.

Approval of Use of PTO Leave

No leave may be taken at any time without approval of the employee's supervisor from City of El Centro Lead Administrator and Hunter Employment LLC. The times during a fiscal year at which employees may take their leave shall be determined by their supervisor with due regard for the wishes of the employee and particular regard for the needs of the Imperial Valley Resource Management Agency.

Employees who request more than three (3) consecutive days of time off should do so with at least a two (2) week advance notice. Depending on workload and circumstances, management may or may not grant the request time off.

Paid Sick Leave

Administrative Assistant
Accounting Assistant
(1) Recycling Outreach Coord.
(2) Recycling Outreach Coord.
Waste Management Coord.
Waste Management Coord.
Waste Management Technician
Grade Crew Labor

Unless exempt, the employee identified above is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrued paid sick leave and may request and use up to 5 days or 40 hours of accrued paid sick leave per year:
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave;

III. CONSENT CALENDAR

D. Clean Earth Environmental Services Inc. Eighth Modification

Authorize the Chairperson to execute the Eighth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2024, to June 30, 2025.



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

May 9, 2024

Luis Plancarte, Chairman
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Clean Earth Environmental Services Inc. Eighth Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Clean Earth Environmental Services Inc. from July 1, 2024, through June 30, 2025, 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 as needed 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.

To reduce costs associated with vendor IVRMA has trained and certified on-site facility staff to complete the scope of work previously completed by Clean Earth in the past such as receiving and handling hazardous waste for all three HHW facility locations during their weekend operations. IVRMA will ensure the provision of necessary resources to on-site personnel in order to sustain internal facility operations. In addition, IVRMA will continue to search for and pursue available grants to potentially fund these services. IVRMA continues to look for other takeback programs or vendors to minimize the waste currently transported and disposed of with Clean Earth, thus waste that can be disposed elsewhere with reduced costs (e.g., Non-Hazardous Material).

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 ICTC Management Committee met on May 8, 2024, 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 Eighth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2024, to June 30, 2025.

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

Luis Plancarte, Chairman
Imperial Valley Resource Management Agency

(2)

May 9, 2024

Sincerely,



David Aguirre
Executive Director

Attachment

1 **EIGHTH AMENDMENT**

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

3 THIS EIGHTH AMENDMENT (“Amendment”) is entered into as of _____,
4 2024 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**, CLEAN EARTH and IVRMA entered into that certain Management and Operations
11 Services First Amended Agreement for Three (3) Certified Oil Collection Centers / Household Hazardous
12 Waste Collection Facilities, dated June 24, 2015, as amended by a First Amendment on June 22, 2016, a
13 Second Amendment on June 28, 2017, a Third Amendment on September 25, 2019, an Assignment and
14 Fourth Amendment on May 27, 2020, a Fifth Amendment on June 23, 2021, a Sixth Amendment on June
15 22, 2022, and a Seventh Amendment on June 28, 2023 (as amended, the “Agreement”); and

16 **WHEREAS**, the Agreement is set to expire on June 30, 2024; and

17 **WHEREAS**, the Parties wish to extend the Agreement for an additional fiscal year FY 2024-2025.

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

20 **A. DURATION OF AGREEMENT**

21 IVRMA and CLEAN EARTH agree to a contract extension for a period of one (1) year, subject to
22 annual renewal thereafter upon the mutual consent of both parties. The one (1) year extension period begins
23 on July 1, 2024 and ends on June 30, 2025.

24 **B. COMPENSATION**

25 IVRMA and CLEAN EARTH have agreed to a price increase for the services specified in the Letter
26 of Intent dated April 1, 2024, sent by CLEAN EARTH to IVRMA, and the terms, conditions, and
27 considerations stated therein are hereby incorporated by reference into this Agreement as “**Exhibit A**”, and
28 is appended hereto.

1 **C. SAME TERMS AND CONDITIONS.**

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

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

6
7 **IMPERIAL VALLEY RESOURCE
8 MANAGEMENT AGENCY**

**CLEAN EARTH ENVIRONMENTAL
9 SOLUTIONS, INC.**

10 By: _____
11 LUIS A. PLANCARTE
12 Chair of the Board of Directors

By: _____
LARRY SEARS
Regional Sales Director

13 **ATTEST:**

14 By: _____
15 CRISTI LERMA
16 Secretary to IVRMA

17 **APPROVED AS TO FORM:**

18 By: _____
19 ERIC HAVENS
20 IVRMA Counsel

April 1, 2024

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

Subject: Letter of Intent for FY 2024/2025 for 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 transportation and disposal of three Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and other associated services for the Fiscal Year 2024/2025. 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 3.2%**.

Please see attached pricing Exhibit A for the new proposed rates that would take effect as of 7/1/2024 if extension is agreed to by both parties.

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,



HHW Regional Sales Manager
Clean Earth Environmental Services, Inc.

EXHIBIT A

Services	Rate
-----------------	-------------

Transportation Stop Fee (Stop Fee includes 1 hour of drivers time on site. Anything in addition to 1 hour will be quoted case by case.)

\$1,548.00/per stop

On-site Training (Includes 4 hours of on site training with Clean Earth Chemist.)

\$770.90/per training

Services	Rate
-----------------	-------------

Labor, Disposal, Supplies, Fees and Surcharges

Please see attached spreadsheet for rates. Additional items not included on spreadsheet will be quoted case by case.

PROCESS CODE	DESCRIPTION	UNIT OF MEASURE	CURRENT RATE	NEW RATE AS OF 7/1/2024
ADMCAN	Cancellation Fee	E	\$160.00	\$165.12
ADMMAN	Manifest Discrepancy/Paperwork Error	E	\$80.00	\$82.56
ADMOVPK	Overpack Handling Fee	E	\$53.00	\$54.70
ADMPRORU	24 hour rush profile fee	E	\$160.00	\$165.12
ADMREJECT	Rejection Fee	E	\$80.00	\$82.56
ADMREPK	Repacking/Overpacking fee	E	\$160.00	\$165.12
ADMSTOR	Off Spec/ Discrepant - Storage Fee	D	\$27.00	\$27.86
ADTECHRVW	Technical Lab Pack Review	E	\$186.00	\$191.95
AF01	Alternate fuel, <1" Sludge, (<3% halogens), BTU > 5000	DM05	\$55.00	\$56.76
AF01	Alternate fuel, <1" Sludge, (<3% halogens), BTU > 5000	DM15	\$62.00	\$63.98
AF01	Alternate fuel, <1" Sludge, (<3% halogens), BTU > 5000	DM30	\$87.00	\$89.78
AF01	Alternate fuel, <1" Sludge, (<3% halogens), BTU > 5000	DM55	\$117.00	\$120.74
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	DM05	\$69.00	\$71.21
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	DM15	\$95.00	\$98.04
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	DM30	\$143.00	\$147.58
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	DM55	\$189.00	\$195.05
AF03	Alternate fuel, 25-50% sludge, (< 3% halogens), BTU > 8000	DM05	\$74.00	\$76.37
AF03	Alternate fuel, 25-50% sludge, (< 3% halogens), BTU > 8000	DM15	\$106.00	\$109.39
AF03	Alternate fuel, 25-50% sludge, (< 3% halogens), BTU > 8000	DM30	\$160.00	\$165.12
AF03	Alternate fuel, 25-50% sludge, (< 3% halogens), BTU > 8000	DM55	\$213.00	\$219.82
AF04	Alternate fuel, >50% sludge, (<3% halogens), BTU >10,000	DM05	\$78.00	\$80.50
AF04	Alternate fuel, >50% sludge, (<3% halogens), BTU >10,000	DM15	\$112.00	\$115.58
AF04	Alternate fuel, >50% sludge, (<3% halogens), BTU >10,000	DM30	\$168.00	\$173.38
AF04	Alternate fuel, >50% sludge, (<3% halogens), BTU >10,000	DM55	\$227.00	\$234.26
AF06	LOOSEPACK PAINT, FUEL, PROCESSABLE, FOR THERMAL TREATMENT	DM05	\$91.70	\$94.63
AF06	LOOSEPACK PAINT, FUEL, PROCESSABLE, FOR THERMAL TREATMENT	DM15	\$131.00	\$135.19
AF06	LOOSEPACK PAINT, FUEL, PROCESSABLE, FOR THERMAL TREATMENT	DM30	\$196.50	\$202.79
AF06	LOOSEPACK PAINT, FUEL, PROCESSABLE, FOR THERMAL TREATMENT	DM55	\$262.00	\$270.38
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending	BX	\$936.00	\$965.95
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending	DM05	\$82.00	\$84.62
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending	DM15	\$117.00	\$120.74
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending	DM30	\$176.00	\$181.63
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending	DM55	\$234.00	\$241.49
AF08	Aerosols, cans of paints, solvents, for depressurization and fuel blending	DM85	\$351.00	\$362.23

INC09	Liquids- waters (Lean), < 5% chlorinated solvents , <2500 btu	DM05	\$89.00	\$91.85
INC09	Liquids- waters (Lean), < 5% chlorinated solvents , <2500 btu	DM15	\$138.00	\$142.42
INC09	Liquids- waters (Lean), < 5% chlorinated solvents , <2500 btu	DM30	\$190.00	\$196.08
INC09	Liquids- waters (Lean), < 5% chlorinated solvents , <2500 btu	DM55	\$351.00	\$362.23
INC14-F	Lab Pack, Incineration, Pesticides	DM05	\$164.15	\$169.40
INC14-F	Lab Pack, Incineration, Pesticides	DM15	\$234.50	\$242.00
INC14-F	Lab Pack, Incineration, Pesticides	DM30	\$351.75	\$363.01
INC14-F	Lab Pack, Incineration, Pesticides	DM55	\$469.00	\$484.01
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)	P	\$6,379.00	\$6,583.13
INC29-X	RCRA Pharmaceuticals/Debris with Sharps for RCRA incineration	DM05	\$168.00	\$173.38
INC29-X	RCRA Pharmaceuticals/Debris with Sharps for RCRA incineration	DM15	\$232.00	\$239.42
INC29-X	RCRA Pharmaceuticals/Debris with Sharps for RCRA incineration	DM30	\$348.00	\$359.14
INC29-X	RCRA Pharmaceuticals/Debris with Sharps for RCRA incineration	DM55	\$462.00	\$476.78
LBENVTOT	Environmental Technician, Overtime,	H	\$87.00	\$89.78
LBENVTST	Environmental Technician, Straight Time 4 hr min portal to portal	H	\$59.00	\$60.89
LBSPECST	Training Fee (4 Hr on site training)	H	\$747.00	\$770.90
LF07	Landfill ready, regulated, meets treatment standards	DM15	\$87.00	\$89.78
LF07	Landfill ready, regulated, meets treatment standards	DM30	\$104.00	\$107.33
LF07	Landfill ready, regulated, meets treatment standards	DM55	\$149.00	\$153.77
REC05	Lead acid batteries	MN05	\$11.00	\$11.35
REC05	Lead acid batteries	MN15	\$11.00	\$11.35
REC05	Lead acid batteries	MN30	\$11.00	\$11.35
REC05	Lead acid batteries	MN55	\$11.00	\$11.35
REC05	Lead acid batteries	P	\$0.56	\$0.58
REC08	Antifreeze (ethylene glycol)	DM15	\$54.00	\$55.73
REC08	Antifreeze (ethylene glycol)	DM30	\$67.00	\$69.14
REC08	Antifreeze (ethylene glycol)	DM55	\$83.00	\$85.66
REC09	Lithium batteries, Non-regulated, Universal Waste	MN05	\$53.00	\$54.70
REC09	Lithium batteries, Non-regulated, Universal Waste	MN15	\$53.00	\$54.70
REC09	Lithium batteries, Non-regulated, Universal Waste	MN30	\$53.00	\$54.70
REC09	Lithium batteries, Non-regulated, Universal Waste	MN55	\$53.00	\$54.70
REC09	Lithium batteries, Non-regulated, Universal Waste	P	\$6.87	\$7.09
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN05	\$53.00	\$54.70
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN15	\$53.00	\$54.70
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN30	\$53.00	\$54.70

REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	MN55	\$53.00	\$54.70
REC09-1	Lithium-Ion Batteries, Universal Waste, for Recycle	P	\$0.72	\$0.74
REC11	Nicad batteries, Non-regulated, Universal Waste	MN05	\$27.00	\$27.86
REC11	Nicad batteries, Non-regulated, Universal Waste	MN15	\$27.00	\$27.86
REC11	Nicad batteries, Non-regulated, Universal Waste	MN30	\$27.00	\$27.86
REC11	Nicad batteries, Non-regulated, Universal Waste	MN55	\$27.00	\$27.86
REC11	Nicad batteries, Non-regulated, Universal Waste	P	\$1.46	\$1.51
REC13	Metallic mercury, pourable	MN05	\$100.00	\$103.20
REC13	Metallic mercury, pourable	MN15	\$100.00	\$103.20
REC13	Metallic mercury, pourable	MN30	\$100.00	\$103.20
REC13	Metallic mercury, pourable	MN55	\$100.00	\$103.20
REC13	Metallic mercury, pourable	P	\$70.00	\$72.24
REC24	Zinc alkaline batteries, for recycle	MN05	\$25.00	\$25.80
REC24	Zinc alkaline batteries, for recycle	MN15	\$25.00	\$25.80
REC24	Zinc alkaline batteries, for recycle	MN30	\$25.00	\$25.80
REC24	Zinc alkaline batteries, for recycle	MN55	\$25.00	\$25.80
REC24	Zinc alkaline batteries, for recycle	P	\$1.52	\$1.57
REC60	Fire extinguishers for recycle	E	\$40.00	\$41.28
REC61	Propane Cylinders, for recycle	E	\$24.00	\$24.77
SPBXCYP	Yard box w/Pallet	E	\$104.00	\$107.33
SPBXKIT	Low Pro w/Pallet	E	\$104.00	\$107.33
SPDM55UC	Drum, Metal, 55 gallon,Used, Closed Top	E	\$80.00	\$82.56
SPDP55UO	Drum, Poly, 55 gallon,Used, Open Top	E	\$85.00	\$87.72
STAB06-6	Treatable oxidizer, Labpack	DM05	\$134.00	\$138.29
STAB06-6	Treatable oxidizer, Labpack	DM15	\$221.00	\$228.07
STAB06-6	Treatable oxidizer, Labpack	DM30	\$332.00	\$342.62
STAB06-6	Treatable oxidizer, Labpack	DM55	\$443.00	\$457.18
TRADMDEM	Demurrage, one hour free	H	\$130.00	\$134.16
TRADMTR	Stop fee	E	\$1,500.00	\$1,548.00
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM05	\$113.05	\$116.67
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM15	\$161.50	\$166.67
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM30	\$242.25	\$250.00
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM55	\$323.00	\$333.34

Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote.
2. The disposal pricing as listed above is 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 further reserves the right to adjust, without prior notification, the fees or rates herein to account for operational changes implemented to comply with changes in law, rules, regulations, permits, licenses or approvals, or to cover increases in the cost of fuel, insurance, residue disposal, record keeping or to otherwise address cost escalation.
3. For a complete list of process code specifications, visit:
<https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>
4. A minimum charge of \$350 applies to the invoice.
5. Transportation, ~~labor~~ and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
6. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
7. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.cleanearthinc.com/energy-and-insurance-fees/>

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1-5 gallon	35%	<ul style="list-style-type: none"> These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price) The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate. Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	

Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
Container (Gal)	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

1. Excludes Lab Pack and Light Weight items
 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
 3. Includes: AF17, INC01, INC02, INC16
 4. All other container sizes are case by case (CBC)

Non-Standard Minimums	
Container Min.	Process Code
\$25	REC51-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$155
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$77
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$77
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$26
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	\$25
Minimum Invoice Amount	---	Per Invoice	\$350.00
Demurrage, after 1-hour loading	TRADMDEM	Hour	\$127
Scheduled Pickup Cancellation	ADMCAN	Each	\$155
Repacking/Overpacking Fee	ADMREPK	Each	\$155
Overpack Handling Fee	ADMOVPK	Each	\$52

IV. ACTION CALENDAR

A. Team Services Junk Removal - Three Year Agreement

Authorize the Chairperson to execute the Team Services Junk Removal three-year agreement, for FY 2024-25, FY 2025-26, and FY 2026-27.



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

May 9, 2024

Luis Plancarte, Chairman
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Team Services Junk Removal - Three Year Agreement

Dear Commission Members:

IVRMA has developed a three-year service agreement between IVRMA and Team Services Junk Removal 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:

- 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 illegal dumping of tires.

The collected waste tires are required to be properly disposed of/recycled. Fees associated with this contract are as follows, \$4.00 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 Team Services Junk Removal 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**

Luis Plancarte, Chairman (2)
Imperial Valley Resource Management Agency

May 9, 2024

The ICTC Management Committee met on May 8, 2024, 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 Team Services Junk Removal three-year agreement, for FY 2024-25, FY 2025-26, and FY 2026-27.

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 **Team Services Junk Removal**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2024, is by and between the **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY** (“IVRMA”) and **CARLOS AMBRIZ dba TEAM SERVICES JUNK**
6 **REMOVAL**, an individual and sole proprietorship (“CONTRACTOR”) (individually, “Party;”
7 collectively, “Parties”).

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

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

11 **WHEREAS**, IVRMA desires to engage CONTRACTOR to provide services by reason of its
12 qualifications and experience for performing such services, and CONTRACTOR 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 CONTRACTOR have and hereby agree to the following:

15 1. **DEFINITIONS.**

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

18 2. **CONTRACT COORDINATION.**

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

24 3. **DESCRIPTION OF WORK.**

25 3.1. CONTRACTOR shall provide all materials and labor to perform this Agreement. In the
26 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
27 Proposal.
28

1 3.2. CONTRACTOR shall perform additional or extra work if required, utilizing the per hour
2 rate set forth in **Exhibit "A"**.

3 4. WORK TO BE PERFORMED BY CONTRACTOR.

4 4.1. CONTRACTOR shall comply with all terms, conditions and requirements of the Proposal
5 and this Agreement.

6 4.2. CONTRACTOR shall perform such other tasks as necessary and proper for the full
7 performance of the obligations assumed by CONTRACTOR hereunder.

8 4.3. CONTRACTOR shall:

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

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

17 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
18 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

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

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

1 including confidential information, in response to a subpoena, court order, or other legal process.
2 CONTRACTOR shall not be required to resist such subpoena, court order, or legal process, but shall
3 promptly notify IVRMA in writing of the demand for information before responding to such demand.

4 5. REPRESENTATIONS BY CONTRACTOR.

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

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

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

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

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

20 5.5. CONTRACTOR represents and warrants that the allegations contained in the Proposal are
21 true and correct.

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

25 6. COMPENSATION.

26 The total compensation payable under this Agreement shall not exceed \$ _____ unless
27 otherwise previously agreed to by IVRMA.

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1 7. PAYMENT.

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

8 8. METHOD OF PAYMENT.

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

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

14 9.1. This Agreement shall commence on the date first written above and shall remain in effect
15 for three (3) years until June 30, 2027, unless otherwise terminated as provided herein.

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

20 10. SUSPENSION OF AGREEMENT.

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

25 11. SUSPENSION AND/OR TERMINATION.

26 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying
27 CONTRACTOR in writing seven (7) days prior to termination and by paying the compensation due and
28 payable to the date of termination; provided, however, if this Agreement is terminated for fault of

1 CONTRACTOR, IVRMA shall be obligated to compensate CONTRACTOR only for that portion of
2 CONTRACTOR's services which have been performed in accordance with the terms and conditions of this
3 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and
4 CONTRACTOR; should the Parties fail to agree on said compensation, an independent arbitrator shall be
5 appointed and the decision of the arbitrator shall be binding upon the Parties.

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

10 12. INSPECTION.

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

16 13. OWNERSHIP OF MATERIALS.

17 All original drawings, videotapes and other materials prepared by or in possession of
18 CONTRACTOR pursuant to this Agreement shall become the permanent property of IVRMA and shall be
19 delivered to IVRMA upon demand.

20 14. INTEREST OF CONTRACTOR.

21 14.1. CONTRACTOR covenants that it presently has no interest, and shall not acquire any
22 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
23 performance of the services hereunder.

24 14.2. CONTRACTOR covenants that, in the performance of this Agreement, no sub-contractor or
25 person having such an interest shall be employed.

26 14.3. CONTRACTOR certifies that no one who has or will have any financial interest pursuant to
27 this Agreement is an officer or employee of IVRMA.

28

1 15. INDEMNIFICATION.

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

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

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

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

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1 16. INDEPENDENT CONTRACTOR.

2 In all situations and circumstances arising out of the terms and conditions of this Agreement,
3 CONTRACTOR is an independent contractor, and as an independent contractor, the following shall
4 apply:

5 16.1. CONTRACTOR is not an employee or agent of IVRMA and is only responsible for the
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONTRACTOR shall be responsible to IVRMA only for the requirements and results
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
9 to IVRMA's control with respect to the physical actions or activities of CONTRACTOR in fulfillment
10 of the requirements of this Agreement.

11 16.3. CONTRACTOR is not, and shall not be, entitled to receive from, or through, IVRMA,
12 and IVRMA shall not provide, or be obligated to provide, CONTRACTOR with Worker's
13 Compensation coverage or any other type of employment or worker insurance or benefit coverage
14 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
15 employee of IVRMA.

16 16.4. CONTRACTOR shall not be entitled to have IVRMA withhold or pay, and IVRMA shall
17 not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old
18 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
19 disability program required or provided by any Federal, State or local law or regulation.

20 16.5. CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or
21 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension
22 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
23 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

24 16.6. IVRMA shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or
25 local tax, including, but not limited to, any personal income tax, owed by CONTRACTOR.

26 16.7. CONTRACTOR is, and at all times during the term of this Agreement, shall represent
27 and conduct itself as an independent contractor, not as an employee of IVRMA.

28

1 16.8. CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind
2 or obligate IVRMA in any way without the written consent of IVRMA.

3 17. INSURANCE.

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

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

16 \$2,000,000 per occurrence for bodily injury and property damage

17 \$1,000,000 per occurrence for personal and advertising injury

18 \$4,000,000 aggregate for products and completed operations

19 \$4,000,000 general aggregate

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

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

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

1 (v) ENVIRONMENTAL LIABILITY insurance with limits of liability of \$2,000,000 per
2 claim/occurrence and \$2,000,000-policy aggregate.

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

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

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

24 The General Liability and Automobile Liability insurance policies shall be written on an
25 occurrence form. The General Liability (including ongoing operations and completed operations) and
26 Automobile Liability insurance policies shall name IVRMA, its members, board members, officers,
27 officials, employees and agents as an additional insured. All such policies of insurance shall be
28 endorsed so CONTRACTOR's insurance shall be primary and no contribution shall be required of

1 IVRMA, its members, board members, officers, officials, employees, agents or volunteers. The
2 coverage(s) shall contain no special limitations on the scope of protection afforded to IVRMA, its
3 members, board members, officers, officials, employees and agents. The Workers' Compensation
4 insurance policy shall contain a waiver of subrogation as to IVRMA, its members, board members,
5 officers, employees, agents and volunteers. Should CONTRACTOR maintain insurance with broader
6 coverage and/or limits of liability greater than those shown above, IVRMA requires and shall be entitled
7 to the broader coverage and/or the higher limits of liability maintained by CONTRACTOR. Any
8 available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall
9 be available to IVRMA.

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

12 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
13 or the commencement of work by CONTRACTOR.

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

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

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

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

22 CONTRACTOR shall furnish IVRMA with all certificate(s) and applicable endorsements
23 effecting coverage required hereunder. **All certificates and applicable endorsements are to be**
24 **received and approved by IVRMA's Executive Director or his/her designee in his/her sole**
25 **discretion prior to IVRMA's execution of the AGREEMENT and before work commences.** Upon
26 request of IVRMA, CONTRACTOR shall immediately furnish IVRMA with a complete copy of any
27 insurance policy required under this Agreement, including all endorsements, with said copy certified by
28

1 the underwriter to be a true and correct copy of the original policy. This requirement shall survive
2 expiration or termination of this Agreement.

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

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

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

25 18. ASSIGNMENT.

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

1 19. NON-DISCRIMINATION.

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

18 20. NOTICES AND REPORTS.

19 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
20 by personal delivery or by mailing by certified mail, addressed as follows:

21 **IVRMA**

22 Attn: Executive Director
23 IVRMA
24 300 S Imperial Avenue, Suite 6
El Centro, CA 92243

CONTRACTOR

Carlos Ambriz dba
Team Services Junk Removal
2321 W. Holt Ave.
El Centro, CA 92243

25 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
26 by mailing by certified mail at such other address as either Party may designate in a notice to the other
27 Party given in such manner.
28

1 20.3. Any notice given by mail shall be considered given when deposited in the United States
2 Mail, postage prepaid, addressed as provided herein.

3 21. ENTIRE AGREEMENT.

4 This Agreement contains the entire agreement between IVRMA and CONTRACTOR relating to
5 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
6 understandings, provisions, negotiations, representations, or statements, either written or oral.

7 22. MODIFICATION.

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

10 23. PARTIAL INVALIDITY.

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

14 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

22 25. WAIVER.

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

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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 CONTRACTOR represents and warrants
10 that:

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

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 CONTRACTOR and;

15 28.3. This Agreement is binding upon CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR acknowledges that any work that qualifies as a “public work” within the
8 meaning of California Labor Code section 1720 shall cause CONTRACTOR, and its sub-
9 CONTRACTORS, 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. CONTRACTOR shall post copies of
12 the prevailing wage rate of per diem wages at the Project site.

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

14 32.3.1. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR that CONTRACTOR is responsible for complying with the
28 requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting.

1 Further information concerning the requirements of SB854 is available on the DIR
2 website 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, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR has no employees, initial here: _____.

15 **34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

16 34.1. When applicable, CONTRACTOR 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. CONTRACTOR represents and warrants that it will comply with all applicable DBE
20 requirements for this Project.

21 34.3. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR shall fully reimburse IVRMA the amount of funding lost.
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IVRMA reserves the right to deduct any such loss in funding from the amount of compensation due to CONTRACTOR under this Agreement.

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

- 34.5.1. Termination of this Agreement;
- 34.5.2. Withholding monthly progress payments;
- 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or
- 34.5.4. Designation of CONTRACTOR as "nonresponsible," and disqualification from bidding on future public works projects advertised by IVRMA.

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

**IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY**

**CARLOS AMBRIZ dba
TEAM SERVICES JUNK REMOVAL**

By: _____
LUIS A. PLANCARTE
Chair of the Board of Directors

By:  _____
CARLOS AMBRIZ

ATTEST:

By: _____
CRISTI LERMA
Secretary to IVRMA

APPROVED AS TO FORM:

By: _____
Eric Havens
IVRMA Counsel



Team Services Junk Removal

2321 W. Holt ave. El centro. Ca. 92243

1010 S. 1st. El centro. Ca. 92243

ambriz_23@hotmail.com

(760)336-1467

Letter of Intent

This is a Letter of Intent to provide collection, transportation, and waste tire disposal to Imperial Valley Resource Management Agency (IVRMA) for a period of 3 years to which the starting date is June 1, 2024 and ending June 30, 2027. The tire disposal fee will be \$4.00 per tire.

The price is subject to change, which the Customer will be given a written notification 60 days before any changes in pricing occurs.

Thank you,

A handwritten signature in black ink, appearing to be "Carlos Ambriz", written in a cursive style.

Carlos Ambriz (owner)