

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



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

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

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY AGENDA

WEDNESDAY, JUNE 23, 2021
6:00 PM (OR AFTER ICTC, LTA OR SAFE)

CHAIR: CHERYL VIEGAS-WALKER

VICE CHAIR: ROSIE ARREOLA-FERNANDEZ

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

To participate on your computer via Zoom Meeting:

<https://us06web.zoom.us/j/81411819190?pwd=Y0F3ajR3VWVWdm9DSmhaa3lXalB4dz09>

To Join by phone please dial (669) 900-9128

Meeting ID: 814 1181 9190 #

Passcode: 094427 #

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENTS

In compliance with the Governor's Orders N-29-20 and N-08-21, the meeting will continue to be held telephonically and electronically until September 30, 2021. If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at cristilerma@imperialctc.org. Agenda and minutes are also available at: <http://ivrma.org/docs.php>. If any member of the public wishes to address the Board, please submit written comments by 5 p.m. on Tuesday, June 22, 2021. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Board. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

III. CONSENT AGENDA

The Executive Director recommends review and approval of the Consent Calendar as presented.

A. Rubber Recovery, Inc. Agreement – Second Modification Page 5

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the waste tire collection and hauling services Agreement with the firm of Rubber Recovery, Inc. for FYs July 1, 2021 through June 30, 2024 in the amount of \$135 per ton.

B. SES/Secure E-Waste Solutions Agreement, Second Modification Page 9

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the Secure E-Waste Solutions (SES) Agreement for June 1, 2021 through May 31, 2022.

C. Ramza, Inc. Agreement – Second Modification Page 14

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification to the waste tire collection and hauling services Agreement with the firm of Ramza, Inc. for FY July 1, 2021 through June 30, 2022 in the amount of \$950 per trip.

D. Clean Earth Environmental Services, Inc. Agreement – Fifth Modification Page 18

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to execute the Fifth Modification of the Harsco/Clean Earth Environmental Services, Inc. Agreement in the amount of \$66,020.24 for July 1, 2021 to June 30, 2022.

E. CR&R Incorporated Agreement – Second Modification Page 24

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the CR&R Incorporated Agreement for the period of July 1, 2021 through June 30, 2022.

F. Hunter Employment, LLC Agreement – Modification Page 29

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the modification to the agreement with Hunter Employment, LLC for the period of July 1, 2021 through June 30, 2022.

IV. ACTION CALENDAR

A. IVRMA Draft Budget, FY 2021/2022 Page 34

The ICTC Management Committee met on June 9, 2021 and forwards this item to the IVRMA Board for review and approval after the receipt of public comment, if any:

1. Adopt the Draft IVRMA Budget for FY 2021/2022

- B. Legal Services Agreement – County of Imperial – Imperial Valley Resource Management Agency (IVRMA) FY 2021/2022 to FY 2023/2024 Page 50

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Imperial Valley Resource Management Agency for an annual fee not to exceed \$5,000.00 per year effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

V. ADJOURNMENT

- A. Motion to adjourn

III. CONSENT AGENDA

A . Rubber Recovery, Inc. Agreement—Second Modification

1. Authorize the Chairperson to sign the Second Modification of the waste tire collection and hauling services Agreement with the firm of Rubber Recovery, Inc. for FY's July 1, 2021 through June 30, 2024 in the amount of \$135 per ton.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



IVRMA BOARD MEMBERS

George Nava
City of Brawley

CHAIR
Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR
Rosie Arreola-Fernandez
City of Calexico

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County of Imperial

Ana Beltran
City of Westmorland

Daveline Villasenor
Project Manager

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

June 18, 2021

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

SUBJECT: Rubber Recovery Inc. Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Rubber Recovery, Inc. The proposed agreement reflects an increase to \$135 per ton due to increases in landfill labor costs. The proposed agreement is for a period of three years beginning on July 1, 2021 and ending on June 30, 2024. The cost for services provided by Rubber Recovery, Inc. are covered by the Tire Waste Management Grants.

The agreement with Rubber Recovery, Inc. provides IVRMA with the ability to recycle the wasted tires collected in the Imperial Valley under the Waste Tire Recycling Program requirements.

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the waste tire collection and hauling services Agreement with the firm of Rubber Recovery, Inc. for FYs July 1, 2021 through June 30, 2024 in the amount of \$135 per ton.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl

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1 "Compensation for Contracted Services

2 Stated services for properly-manifested waste tires received from IVRMA or independently
3 from its designated and permitted waste tire hauling contractor are subject to the following
4 considerations and remunerated to the CONTRACTOR at one hundred thirty five dollars
5 (\$135) per ton during the fourth, fifth, and sixth years of this Agreement:"

6 **C.** All other terms and conditions of the Agreement remain in full force and effect.

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

9
10 **IMPERIAL VALLEY RESOURCE**
11 **MANAGEMENT AGENCY**

12
13 **RUBBER RECOVERY, INC., A**
14 **CALIFORNIA CORPORATION**

15
16 By: _____
17 CHERYL VIEGAS-WALKER
18 Chair of the Board of Directors

19 By: _____
20 GARY GREENLEE
21 CFO

22 **ATTEST:**

23 _____
24 By: CRISTI LERMA
25 Secretary to IVRMA

26 **APPROVED AS TO FORM:**

27 ADAM G. CROOK
28 County Counsel

29 By: _____
30 Eric Havens
31 Assistant County Counsel

III. CONSENT AGENDA

B. SES/Secure E-Waste Solutions Agreement, Second Modification.

1. Authorize the Chairperson to sign the Second Modification of the secure E– Waste Solutions (SES) Agreement for June 1, 2021 through May 31, 2022

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



IVRMA BOARD MEMBERS

George Nava
City of Brawley

CHAIR
Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR
Rosie Arreola-Fernandez
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Ana Beltran
City of Westmorland

Daveline Villasenor
Project Manager

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

June 18, 2021

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

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

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Secure E-Waste Solutions (SES) from June 1, 2021 through May 31, 2022. The initial agreement between IVRMA and SES was executed in April 2019 and has up to (five) single year extensions. SES is not requesting any financial modifications from the previous agreement.

IVRMA utilizes SES for the removal and recycling of E-Waste collected by IVRMA. 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 by IVRMA are utilized for Household Hazardous Waste (HHW) program operations.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the Secure E-Waste Solutions (SES) Agreement for June 1, 2021 through May 31, 2022.

Sincerely,



MARK BAZA
Executive Director

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1 **IN WITNESS WHEREOF**, the Parties have executed this Extension #3 on the day and year
2 first above written.

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

SES / SECURE E-WASTE SOLUTIONS

5
6 By: _____
7 CHERYL VIEGAS-WALKER
8 Chair of the Board of Directors

By: _____
LARRY KURSCHNER
Chief Executive Officer

9 **ATTEST:**

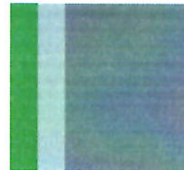
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11 _____
12 By: CRISTI LERMA
13 Secretary to IVRMA

14 **APPROVED AS TO FORM:**

15 ADAM G. CROOK
16 County Counsel

17 By: _____
18 Eric Havens
19 Assistant County Counsel

SES Secure E-Waste Solutions
8810 Rehco Rd. Suite #C San Diego, CA 92121
858-909-0802 Solutions@sesrecycling.com



May 21th 2021

Imperial Valley Resource Management Agency
Daveline Villasenor; Project Manager
300 S Imperial Ave,
Suite #6
El Centro, CA 92243

RE: Letter of Intent to Extend the Agreement

To whom it may concern:

This letter shall serve as an intent to continue E-Waste services via agreement to, by and between both parties. SES Secure E-Waste Solutions will not be soliciting any changes to the agreement.

Please note, this letter of intent is not binding by either party and is not intended to be a final, executed contract. Rather, this letter of intent shall be a formal expression of interest to continue the service. The terms are detailed in the original agreement.

Sincerely,


Larry Kurschner
Chief Executive Officer
w.858-909-0802
c. 619-517-6565
f.858-252-6708
Larry@sesrecycling.com
www.sesrecycling.com



Secure E-Waste
Solutions



III. CONSENT AGENDA

C. Ramza, Inc. Agreement - Second Modification

1. Authorize the Chairperson to sign the Second Modification to the waste tire collection and hauling services Agreement with the firm Ramza, Inc. for FY July 1, 2021 through June 30, 2022 in the amount of \$950 per trip.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



IVRMA BOARD MEMBERS

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Project Manager

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

June 18, 2021

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

SUBJECT: Ramza Inc. Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Ramza, Inc. The proposed agreement reflects an increase from \$900 to \$950 per trip. The proposed agreement is for a period of one year beginning on July 1, 2021 and ending on June 30, 2022. The cost for services provided by Ramza, Inc. are covered by the Tire Waste Management Grants.

The agreement with Ramza, Inc. provides IVRMA with the ability to recycle the wasted tires collected in the Imperial Valley under the Waste Tire Recycling Program requirements.

Due to timing constraints, Staff was not able to present the item to the Management Committee. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification to the waste tire collection and hauling services Agreement with the firm of Ramza, Inc. for FY July 1, 2021 through June 30, 2022 in the amount of \$950 per trip.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl

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

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

CONSULTANT
RAMZA, INC.

6
7
8 _____
9 By: Cheryl Viegas-Walker
Chair of the Board of Directors

By: Leticia Ramirez
Vice President

10 **ATTEST:**
11

12
13 _____
14 By: Cristi Lerma
Secretary to IVRMA

15
16 **APPROVED AS TO FORM:**
17 **ADAM G. CROOK**
County Counsel

18
19 _____
20 Eric Havens
Assistant County Counsel

III. CONSENT AGENDA

D. Clean Earth Environmental Services, Inc. Agreement—Fifth Modification

1. Authorize the Chairperson to execute the Fifth Modification of the Harsco/Clean Earth Environmental Services, Inc. Agreement in the amount of \$66,020.24 for July 1, 2021 to June 30, 2022.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



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Project Manager

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

June 18, 2021

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

SUBJECT: Clean Earth Environmental Services, Inc. Agreement – Fifth Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Clean Earth Environmental Services, Inc. (previously Stericycle Environmental Solutions) for the operation of the three IVRMA operated Household Hazardous Waste Collection Facilities (HHW). The proposed agreement is for a one-year period. Clean Earth transports the household hazardous waste collected from all three HHW facilities for proper recycling or disposal.

Clean Earth has requested a price increase of 4% associated to the disposal rate. The requested total value of the agreement for FY21-22 is \$66,020.24. IVRMA only pays Clean Earth when services are requested and provided. The agreement is essential for the continued operations of the Household Hazardous Waste Collection Facilities.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to execute the Fifth Modification of the Harsco/Clean Earth Environmental Services, Inc. Agreement in the amount of \$66,020.24 for July 1, 2021 to June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl

1 **FIFTH AMENDMENT**

2 **Harsco Corporation**

3 THIS FIFTH AMENDMENT ("Amendment") is entered into as of _____,
4 2021 between **HARSCO CORPORATION**, a Delaware corporation licensed to do business in California
5 ("HARSCO") and the **IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**
6 ("IVRMA"). Collectively, HARSCO and IVRMA are referred to as "the Parties."

7 **RECITALS**

8 **WHEREAS**, STERICYCLE and IVRMA entered into that certain agreement ("Agreement") as
9 amended by a First Amendment on June 22, 2016, by a Second Amendment on June 28, 2017, a Third
10 Amendment on September 25, 2019, and assigned to HARSCO on May 27, 2020 ("Agreement"); and

11 **WHEREAS**, by letter dated May 26, 2021, HARSCO has requested that IVRMA grant an extension
12 of the Agreement; and

13 **WHEREAS**, IVRMA wishes to grant the extension of the Agreement on the same terms and
14 conditions as originally agreed upon in the Agreement, with the exception of those changes specified herein.

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

17 **A. DURATION OF AGREEMENT**

18 IVRMA and HARSCO agree to a contract extension for a period of one (1) year, subject to annual
19 renewal thereafter upon the mutual consent of both parties. The one (1) year extension period begins on
20 July 1, 2021 and ends on June 30, 2022.

21 **B. COMPENSATION**

22 IVRMA and HARSCO have agreed to a price increase for the services specified in the Letter of
23 Intent dated May 26, 2021, sent by HARSCO to IVRMA, and the terms, conditions, and considerations
24 stated therein are hereby incorporated by reference into this Agreement as "**Exhibit A**", and is appended
25 hereto. Total compensation for this extension period shall not exceed **\$66,020.24**.

26 **C. SAME TERMS AND CONDITIONS.**

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

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

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

HARSCO

6
7 By: _____
8 CHERYL VIEGAS-WALKER
9 Chair of the Board of Directors

By: _____
NICHOLAS GRASBERGER
CEO

10 **ATTEST:**

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

15 **APPROVED AS TO FORM:**
16 ADAM G. CROOK
17 County Counsel

18 By: _____
19 Eric Havens
20 Assistant County Counsel

May 26, 2021

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

Subject: Letter of Intent for FY 2021/2022 Management and Operation of IVRMA Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and Other Associated Activities

Dear Daveline,

Clean Earth Environmental Solutions, Inc. is pleased to submit this letter of intent for continued management and operation of three Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and other associated services for the Fiscal Year 2021/2022. 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. This year we are requesting a CPI price increase of 4% to disposal rates. This is reflected in Task 2 “Estimated Annual Disposal Costs”. Please note that there is no increase requested to Task 1 “Management of Certified Oil Collection Centers/Household Hazardous Waste Collection Facilities”.

SCOPE OF WORK

The scope of work is described below:

Task - 1: Management of Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities

This task includes management and operation of the El Centro, Brawley, and Calexico certified oil collection centers / household hazardous waste (HHW) collection facilities. The El Centro, Brawley and Calexico centers and HHW collection facilities will be operated on a weekly flat fee basis. The flat fee includes performing opening and closing inspections of the HHW collection facilities; receiving household hazardous wastes from Imperial Valley residents; segregating, bulking, labpacking and profiling of all wastes received. Specifically, Clean Earth aims to organize the waste materials into bulk profiles such that maximum use of approved transportation carrier packages may be utilized while minimizing costs. This task shall be completed on a flat fee basis and covered by CalRecycle Used Oil Payment Program Grant funding.

EXHIBIT A

Services	Quantity	Rate	Total Cost
-----------------	-----------------	-------------	-------------------

Hazardous Waste Technician (Except Holiday Weekends)	104 (2 x 52 weeks)	\$ 347.81/each	\$36,172.24
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Task 1 Total: \$36,172.24

Task - 2: Hazardous Waste Disposal and Other IVRMA Activities

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

Services	Quantity	Rate	Total Cost
-----------------	-----------------	-------------	-------------------

Estimated Annual Disposal Costs*			\$29,848.00
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*Estimated annual disposal costs include transportation charges, labor fees (i.e. driver, chemist, etc), E&I (3%), supplies, equipment and disposal charges. The estimated annual disposal costs above are based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

Task 2 Total: \$29,848.00

Task Summary

Task – 1:	Certified Oil Center / HHW Collection Facility Operations & Management	\$36,172.24
Task - 2:	Hazardous Waste Disposal & Other IVRMA Activities – Covered By IVRMA Membership	\$29,848.00
		Total: \$66,020.24

Clean Earth appreciates the opportunity to provide continued services to the IVRMA. If you have any questions, please feel free to contact me anytime.

Warmly,

Jennie Wagner

HHW Account Manager
Clean Earth Environmental Services, Inc.

III. CONSENT AGENDA

E. CR&R Incorporated Agreement—Second Modification

1. Authorize the Chairperson to sign the Second Modification of the CR&R Incorporated Agreement for the period of July 1, 2021 through June 30, 2022.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



IVRMA BOARD MEMBERS

George Nava
City of Brawley

CHAIR
Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR
Rosie Arreola-Fernandez
City of Calexico

Maria Nava-Froelich
City of Calipatria

Mike Goodsell
City of Holtville

Robert Amparano
City of Imperial

Ryan Kelley
County of Imperial

Luis Plancarte
County of Imperial

Ana Beltran
City of Westmorland

Daveline Villasenor
Project Manager

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

June 18, 2021

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

SUBJECT: CR&R Incorporated Agreement – Second Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and CR&R Incorporated (CR&R) from July 1, 2021 through June 30, 2022. The cost for services provided by CR&R are covered by the Tire Waste Management Grants. CR&R is not requesting any financial modifications from the previous agreement.

The agreement with CR&R provides IVRMA with the ability to recycle the wasted tires collected in the Imperial Valley under the Waste Tire Recycling Program requirements.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification of the CR&R Incorporated Agreement for the period of July 1, 2021 through June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl

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

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

CONSULTANT
CR&R INCORPORATED

6
7
8 _____
9 By: Cheryl Viegas-Walker
Chair of the Board of Directors

By: Francisco Ochoa
Manager

10 **ATTEST:**

11
12
13 _____
14 By: Cristi Lerma
Secretary to IVRMA

15
16 **APPROVED AS TO FORM:**
17 **ADAM G. CROOK**
County Counsel

18
19 _____
20 Eric Havens
Assistant County Counsel



Francisco Ochoa
IV Manager CR&R
El Centro, CA 92243
franciscoo@crrmail.com

June 1, 2021

Daveline Villasenor
Manager
IVRMA
300 S Imperial Ave
El Centro, CA 92243
IVRMA.org

Dear Mrs. Villasenor,

As of June of 2013 IVRMA and CR&R entered an agreement for CR&R to haul waste tires to Fontana. At this time I would like to express our intent to continue hauling arrangement on the same conditions as previously agreed on until the year 2022.

Please feel free to contact me if any further information is needed.

Respectfully,

A handwritten signature in black ink, appearing to read "Francisco Ochoa", written in a cursive style.

Francisco Ochoa

III. CONSENT AGENDA

F. Hunter Employment, LLC Agreement—Modification

1. Authorize the Chairperson to sign the Second Modification agreement with Hunter Employment, LLC for the period of July 1, 2021 through June 30, 2022.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



IVRMA BOARD MEMBERS

George Nava
City of Brawley

CHAIR
Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR
Rosie Arreola-Fernandez
City of Calexico

Maria Nava-Froelich
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Ryan Kelley
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Luis Plancarte
County of Imperial

Ana Beltran
City of Westmorland

Daveline Villasenor
Project Manager

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

June 18, 2021

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

SUBJECT: Hunter Employment, LLC Agreement – Modification

Dear Commission Members:

IVRMA would like to extend the service agreement between IVRMA and Hunter Employment, LLC. from July 1, 2021 through June 30, 2022. Hunter Employment, LLC currently provides all staffing for IVRMA with the exception of the Project Manager position.

Hunter Employment agrees to continue providing as needed staffing support for the following positions: (1) Administrative Assistant, (1) Administrative Bookkeeping Assisting, (1) Grade Crew Labor I, (1) Tire Crew Lead, (1) Tire Crew Assistant, (1) HHW Technician Laborer I, (2) Recycling Outreach Coordinator. Should any of the above noted positions not be utilized, IVRMA will not incur any costs for the position.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the modification to the agreement with Hunter Employment, LLC for the period of July 1, 2021 through June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

MB/dv/cl

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THIS SECOND MODIFICATION TO AGREEMENT FOR SERVICES (“Second Modification”) made and entered into this ____ day of _____, 2021, is by and between the **IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY (“IVRMA”)** and **HUNTER EMPLOYMENT SERVICES, INC.**, an Arizona corporation licensed to do business in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

WHEREAS, IVRMA and CONSULTANT entered into that certain Agreement for Services on May 22, 2012 through Resolution No. IVRMA 12-06, as first modified on June 24, 2020, (“Agreement”), incorporated by this reference as though fully set forth herein; and

WHEREAS, the extended term of the Agreement is set to expire on June 30, 2021, and the Parties wish to extend the term of the Agreement for an additional one (1) year FY 2021-22; and

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

2. The rates in the Agreement shall be amended as set forth in the letter from CONSULTANT
une 2, 2021, attached hereto as **Exhibit “A”**.

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///

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

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

CONSULTANT
HUNTER EMPLOYMENT SERVICES,
INC.

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9 By: Cheryl Viegas-Walker
10 Chair of the Board of Directors

By: Sara K. Villalobos
Vice President

11 **ATTEST:**

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13
14 By: Cristi Lerma
15 Secretary to IVRMA

16
17 **APPROVED AS TO FORM:**
18 **ADAM G. CROOK**
19 County Counsel

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21 Eric Havens
22 Assistant County Counsel
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HUNTER

EMPLOYMENT

June 2, 2020

**Imperial Valley Resource Management Agency &
Imperial County Transportation Commission
300 S. Imperial Ave, Suite 11
El Centro, CA 92243**

IVRMA Board and Imperial County,

It is the intention of Hunter Employment LLC to extend the excellent relationship and business arrangements that we have established with the IVRMA and now managed by Imperial County Transportation Commission into a renewal period of another year.

Below I have provided you with titles, pay rates and billing rates:

Fiscal Year 2021-2022		
	<u>Salary Rate</u>	<u>Billing Rate</u>
Administrative Assistant	\$15.50	\$23.87
Administrative Bookkeeping Assistant	\$16.50	\$25.41
Recycling Outreach Specialist	\$15.50	\$23.87
Tire Crew Lead	\$17.00	\$28.56
HHW Technician	\$16.50	\$28.22
Tire Crew Assistant	\$15.00	\$25.20
Grade Crew Laborer I	\$16.00	\$26.88
Organic Recycling Outreach Representative	\$15.50	\$23.41

Bridgeport Capital Funding is still our accounts receivable funding agency and their requirements, including payment terms, remain the same.

We look forward to a continuing mutually beneficial relationship with the Imperial County, and we thank you for your business.

Respectfully,

Sara K. Villalobos

Vice President

Hunter Employment, LLC

Yuma Office

P.O.Box 4699 | Yuma, Arizona 85366-4699 | Phone: (928) 341-4664 | Fax: (928) 726-4138

El Centro Office

P.O. Box 2768 | El Centro, California 92244 | Phone: (760) 679-5180 | Fax: (760) 312-9600

IV. ACTION CALENDAR

A. IVRMA Draft Budget, FY 2021/2022

Requested Action:

1. Adopt the Draft IVRMA Agenda for FY 2021/2022

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



June 18, 2021

IVRMA BOARD MEMBERS

George Nava
City of Brawley

CHAIR
Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR
Rosie Arreola-Fernandez
City of Calexico

Maria Nava-Froelich
City of Calipatria

Mike Goodsell
City of Holtville

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City of Imperial

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County of Imperial

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County of Imperial

Ana Beltran
City of Westmorland

Daveline Villasenor
Project Manager

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

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

SUBJECT: IVRMA FY 2021-22 Annual Budget

Dear Commission Members:

The following is a brief summary of the IVRMA budget which is comprised of various grants and membership dues. The membership portion of the FY 21-22 IVRMA Budget reflects an increase from \$289,689.00 (FY 20-21) to \$346,811 for a total 20% increase. Membership funds are utilized to finance multiple IVRMA administration operations including the Household Hazardous Waste Facilities (HHW). An increase in Professional & Spec Serv-Wages is reflected assuming the minimum wage increase beginning January 2022. Increases in budget are a result of funding for additional administrative, accounting and HHW staff.

IVRMA has received notice of an estimated disposal rate increase of 5% from the contracted hazardous waste haulers/recyclers, Lamp Tracker, Clean Earth and EFR Environmental Services Inc. which has been factored into the proposed budget. IVRMA expects slight increases in other areas such as dues, rent and utilities.

The ICTC Management Committee met on June 9, 2021, and forwards this item to the Commission after public comment, if any:

1. Adopt the Draft IVRMA Budget for FY 2021/2022.

Sincerely,

A handwritten signature in blue ink that reads 'Mark Baza'.

MARK BAZA
Executive Director

MB/dv/cl

Imperial Valley Resource Management Agency

Membership Fund
Acct. No. 1577001
IVRMA Fiscal Year 2021-2022

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
IVRMA (Membership) FY 2021-2022 Proposed Budget Scenarios

CITY OF BRAWLEY	
27,320	City Population
180,023	Total Population
15.2%	Percentage of Total Population
	10,837.84 (Fixed Fee)
	260,108.05 (Population Distribution Value)
	X 15.2%
	39,536.42
	50,374.26 Total Fee
Membership Fees	50,374.26

CITY OF CALEXICO	
40,714	City Population
180,023	Total Population
22.6%	Percentage of Total Population
	10,837.84 (Fixed Fee)
	260,108.05 (Population Distribution Value)
	X 22.6%
	58,784.42
	69,622.26 Total Fee
Membership Fees	69,622.26

CITY OF CALIPATRIA	
3,646	City Population
180,023	Total Population
2%	Percentage of Total Population
	10,837.83 (Fixed Fee)
	260,108.05 (Population Distribution Value)
	X 2%
	5,202.16
	16,039.99 Total Fee
Membership Fees	16,039.99

CITY OF EL CENTRO	
44,693	City Population
180,023	Total Population
24.8%	Percentage of Total Population
	10,837.84 (Fixed Fee)
	260,108.05 (Population Distribution Value)
	X 24.8%
	64,506.80
	75,344.64 Total Fee
Membership Fees	75,344.64

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
IVRMA (Membership) FY 2021-2022 Proposed Budget Scenarios

CITY OF HOLTVILLE	
6,345 City Population	
180,023 Total Population	
3.5% Percentage of Total Population	
<u>10,837.83</u> (Fixed Fee)	
260,108.05 (Population Distribution Value)	
X 3.5%	
<u>9,103.78</u>	
19,941.61 Total Fee	
Membership Fees	19,941.61

CITY OF IMPERIAL	
19,884 City Population	
180,023 Total Population	
11% Percentage of Total Population	
<u>10,837.83</u> (Fixed Fee)	
260,108.05 (Population Distribution Value)	
X 11%	
<u>28,611.89</u>	
39,449.72 Total Fee	
Membership Fees	39,449.72

CITY OF WESTMORLAND	
2,338 City Population	
180,023 Total Population	
1.3% Percentage of Total Population	
<u>10,837.83</u> (Fixed Fee)	
260,108.05 (Population Distribution Value)	
X 1.3%	
<u>3,381.40</u>	
14,219.23 Total Fee	
Membership Fees	14,219.23

COUNTY OF IMPERIAL	
35,083 City Population	
180,023 Total Population	
19.6% Percentage of Total Population	
<u>10,837.84</u> (Fixed Fee)	
260,108.05 (Population Distribution Value)	
X 19.6%	
<u>50,981.18</u>	
61,819.02 Total Fee	
Membership Fees	61,819.02

TOTAL	\$ 346,810.73
	100%

514000 COMMUNICATIONS- PHONE CHARGES

Cell Phone- Verizon Wireless	2,400
DSL CalNet	1,440
OLS Spectrum	1,560
	<hr/>
	5,400

526000 PUBL & LEGAL NOTICES

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531040 TRAVEL OUT OF CNTY MISC

Travel	2,000
	<hr/>
	2,000

525115 PROF & SPEC SERV-WAGES

Project Manager	93,157
Administrative Assistant	52,000
HHW Technician	20,966
Administrative Accounting Assistant	42,282
	<hr/>
	208,405

525010 PROFESSIONAL & SPECIAL SERVICES

County Accounting	7,000
Audit Services - Karina B Alvarez	12,500
County Legal	5,000
WM Lamtracker	5,500
Clean Earth	29,848
EFR Disposal	1,200
SDRMA Risk management - Insurance	15,000
	<hr/>
	76,048

522000 MEMBERSHIP

CSDA Dues	1,600
CRRA Dues	500
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	2,100

525271 PROF SVCS-GENERAL ADMIN

IID Electricity	3,600
Rent - McManus Trust	11,700
ICTC Administrative Fees	15,057
Fire Service	2,000
Miscellaneous	15,000
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	47,358

524000 OFFICE EXPENSES

Office supplies	1,000
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	1,000

524030 OFFICE EXPENSE- POSTAGE

Postage	100
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	100

524035 OFFICE EXPENSE-PRINTING

Printing	500
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	500

519000 MAINTENANCE- EQUIPMENT

	Maintenance	1,500
		<u>1,500</u>
519038 FUEL EXPENSE		
	Gas and Oil	1,200
		<u>1,200</u>
519001 VEHICLE EXPENSE		
	Vehicle Maintenance	1,200
		<u>1,200</u>
529000 EQUIPMENT		
	Computer	-
		<u>-</u>
TOTAL PROPOSED BUDGET MEMBERSHIP		346,811

MEMBERSHIP FUNDS**Account 1577001****Schedule of Revenue & Expenses FY 2021-2022**

	Approved Budget 2020-2021	Estimated Revenue/Expenditure 06-30-21	Estimated Budget 2021-22
<u>Operating Revenues</u>			
493000	289,689	289,689	346,811
			-
Total Operating Revenues	289,689	289,689	346,811
<u>Operating Expenses</u>			
514000 Communications - Phone charges	4,284	4,284	5,400
522000 Membership	1,700	1,482	2,100
525271 Special Dept Exp - Other	40,600	41,083	47,358
526000 Publ and Legal Notices	1,260	1,260	-
531040 Travel Out of Cnty Misc	2,000	2,000	2,000
524000 Office Expense	1,000	883	1,000
524030 Office Expense-Postage	300	134	100
524035 Office Expense-Printing	500	148	500
530005 Special Dept Expense			
530080 Special Dept Exp - Other			
519000 Maintenance-Equipment	1,200	225	1,500
519001 Maintenance-Vehicles	1,500	624	1,200
519038 Fuel Expense	1,000	1,016	1,200
549000 Equipment	4,000	4,218	-
820102 Contingency Account			
Total Operating Fees	59,344	57,358	62,358
525010 Professional & Special Services	83,000	66,397	76,048
525115 Prof & Spec Serv-Wages	147,345	147,345	208,405
Total Professional Fees	230,345	213,742	284,453
Total Professional Fees	289,689	271,100	346,811

Imperial Valley Resource Management Agency

City/County Payment Program Fund

Acct. No. 1577002

IVRMA Fiscal Year 2021-2022

CITY COUNTY PAYMENT PROGRAM FUNDS

Account 1577002

Schedule of Revenue & Expenses FY 2021-2022

	Approved Budget 2020-2021	Estimated Revenue/Expenditure 06-30-21	Estimated Budget 2021-22
<u>Operating Revenues</u>			
493000	59,615	59,528	59,305
	-		-
Total Operating Revenues	59,615	59,528	59,305

Operating Expenses

514000 Communications - Phone charges			
522000 Membership			
525271 Special Dept Exp - Other			
526000 Publ and Legal Notices	10,000	1,845	9,690
531040 Travel Out of Cnty Misc			
524000 Office Expense			
524030 Office Expense-Postage			
524035 Office Expense-Printing			
530005 Special Dept Expense			
530080 Special Dept Exp - Other	10,115	9,222	10,115
519000 Maintenance-Equipment			
519001 Maintenance-Vehicles			
519038 Fuel Expense	500	108	500
549000 Equipment			
820102 Contingency Account			
Total Operating Fees	20,615	11,175	20,305
525010 Professional & Special Services			
525115 Prof & Spec Serv-Wages	39,000	28,811	39,000
Total Professional Fees	39,000	28,811	39,000
Total Professional Fees	59,615	39,986	59,305

Imperial Valley Resource Management Agency

HHW Fund

Acct. No. 1577003

IVRMA Fiscal Year 2021-2022

HOUSEHOLD HAZARDOUS WASTE FACILITIES PROGRAM FUNDS

Account 1577003

Schedule of Revenue & Expenses FY 2021-2022

		Approved Budget 2020-2021	Estimated Revenue/Expenditure 06-30-21	Estimated Budget 2021-22
Operating Revenues				
	493000	8,450.00	7,478.00	20,500.00
		-		
Total Operating Revenues		8,450.00	7,478.00	20,500.00
<u>Operating Expenses</u>				
514000	Communications - Phone charges			
522000	Membership			
525271	Special Dept Exp - Other	2,000	2000	5,000
526000	Publ and Legal Notices			
531040	Travel Out of Cnty Misc			
524000	Office Expense			
524030	Office Expense-Postage			
524035	Office Expense-Printing			
530005	Special Dept Expense			
530080	Special Dept Exp - Other			
519000	Maintenance-Equipment			
519001	Maintenance-Vehicles	150	-	150
519038	Fuel Expense	300	300	350
549000	Equipment			
820102	Contingency Account			
Total Operating Fees		2,450	2,300	5,500
525010	Professional & Special Services			
525115	Prof & Spec Serv-Wages	6,000	8,848	15,000
Total Professional Fees		6,000	8,848	15,000
Total Professional Fees		8,450	11,148	20,500

Imperial Valley Resource Management Agency

Used Oil Payment Program Fund

Acct. No. 1577004

IVRMA Fiscal Year 2021-2022

USED OIL PAYMENT PROGRAM FUNDS

Account 1577004

Schedule of Revenue & Expenses FY 2021-2022

	Approved Budget 2020-2021	Estimated Revenue/Expenditure 06-30-21	Estimated Budget 2021-22
<u>Operating Revenues</u>			
446090	54,279	33,199	46,062
Total Operating Revenues			
	54,279	33,199	46,062
<u>Operating Expenses</u>			
514000 Communications - Phone charges			
522000 Membership			
525271 Special Dept Exp - Other			
526000 Publ and Legal Notices	3,500	3,500	3,500
531040 Travel Out of Cnty Misc			
524000 Office Expense			
524030 Office Expense-Postage			
524035 Office Expense-Printing			
530005 Special Dept Expense			
530080 Special Dept Exp - Other	16,806	16,806	18,247
519000 Maintenance-Equipment			
519001 Maintenance-Vehicles			
519038 Fuel Expense			
549000 Equipment			
820102 Contingency Account			
Total Operating Fees	20,306	20,306	21,747
525010 Professional & Special Services			12,796
525115 Prof & Spec Serv-Wages	33,973	33,199	11,519
Total Professional Fees	33,973	33,199	24,315
Total Professional Fees	54,279	53,505	46,062

Imperial Valley Resource Management Agency

Local Gov Waste Tire Fund

Acct. No. 1577005

IVRMA Fiscal Year 2021-2022

Local Gov Waste Tire Grants

Account 1577005

Schedule of Revenue & Expenses FY 2021-2022

	Approved	Estimated	Estimated
	Budget	Revenue/Expenditure	Budget
	2020-2021	06-30-21	2021-22
<u>Operating Revenues</u>			
439085	303,844	0	193,475
Total Operating Revenues	303,844	0	193,475
<u>Operating Expenses</u>			
514000 Communications - Phone charges			-
522000 Membership			-
525271 Special Dept Exp - Other			-
526000 Publ and Legal Notices	4,930	1,700	3,230
531040 Travel Out of Cnty Misc			
524000 Office Expense			
524030 Office Expense-Postage			
524035 Office Expense-Printing			
530005 Special Dept Expense			
530080 Special Dept Exp - Other	1,980	800	1,180
519000 Maintenance-Equipment			
519001 Maintenance-Vehicles	23,671	2,213	21,458
519038 Fuel Expense	26,691	3,752	22,939
549000 Equipment			
820102 Contingency Account			
Total Operating Fees	57,272	8,465	48,807
525010 Professional & Special Services	128,444	32,034	96,410
525115 Prof & Spec Serv-Wages	118,128	69,870	48,258
Total Professional Fees	246,572	101,904	144,668
Total Fees	303,844	110,369	193,475

VIII. ACTION CALENDAR

B. Legal Services Agreement – County of Imperial – Imperial Valley Resource Management Agency (IVRMA) FY 2021/2022 to FY 2023/2024

Requested Action:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Imperial Valley Resource Management Agency for an annual fee not to exceed \$5,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



IVRMA BOARD MEMBERS

George Nava
City of Brawley

CHAIR
Cheryl Viegas-Walker
City of El Centro

VICE-CHAIR
Rosie Arreola-Fernandez
City of Calexico

Maria Nava-Froelich
City of Calipatria

Mike Goodsell
City of Holtville

Robert Amparano
City of Imperial

Ryan Kelley
County of Imperial

Luis Plancarte
County of Imperial

Ana Beltran
City of Westmorland

Daveline Villasenor
Project Manager

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

June 18, 2021

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

SUBJECT: Legal Services Agreement – County of Imperial – Imperial Valley Resource Management Agency (IVRMA) FY 2021/2022 to FY 2023/2024

Dear Commission Members:

The Imperial Valley Resource Management Agency (IVRMA) recently transferred administration to the Imperial County Transportation Commission (ICTC) from the city of El Centro City Manager's Office. County Counsel provided legal services to IVRMA for FY20-21. Prior to FY20-21, legal services were provided by Childers and Associates for an annual value of \$5,000.00. IVRMA and County Counsel staff have developed a new agreement for FY 2021-22 through FY 2023-24. The proposed annual contract value of \$5,000.00 per year has been negotiated by both County Counsel and ICTC/IVRMA.

Over the past fiscal year, County Counsel has gained knowledge pertaining to the various legal aspects that IVRMA encounters and has familiarized themselves with the type of services IVRMA is required to provide.

Funding for this project was allocated in the IVRMA 2021/2022 Budget anticipated to be approved on June 23, 2021.

Due to timing constraints, Staff was not able to present the item to the Management Committee met on June 9, 2021. Staff forwards this item to the Commission after public comment, if any:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Imperial Valley Resource Management Agency for an annual fee not to exceed \$5,000.00 per year effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/da/cl

**AGREEMENT FOR LEGAL SERVICES BETWEEN
IMPERIAL COUNTY AND
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

This Agreement for legal services (hereinafter "Agreement") made by and between Imperial County, a political subdivision of the State of California (hereinafter "County"), and Imperial Valley Resource Management Agency (hereinafter "IVRMA") (individually, "Party;" collectively, "Parties") shall be as follows:

WITNESSETH:

WHEREAS, IVRMA intends to function in compliance with California Public Resources Code Section 40970 *et. seq.* as an independent agency while minimizing the costs of independence; and

WHEREAS, the IVRMA desires to utilize the services most fiscally responsible including services available through County; and

WHEREAS, County will employ its best efforts to ensure that legal services are provided in the most efficient and professional manner; and

WHEREAS, the Imperial County Transportation Commission, administrator of IVRMA, has in the past utilized services of County to provide services as needed and County and IVRMA desire an arrangement whereby County provides such legal services as deemed necessary by IVRMA, subject to reimbursement by IVRMA.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM. This Agreement shall become effective July 1, 2021 and remain in effect until June 30, 2024. It may be renewed upon the mutual, written, consent of both Parties.

2. TERMINATION. This Agreement may be terminated by either Party, without cause, upon ninety (90) days prior written notice to the other Party.

3. SCOPE OF SERVICES. County Counsel shall provide IVRMA with the following general legal services if such service is authorized by the Executive Director or his/her

1 designee: act as legal advisor to IVRMA; attend IVRMA public and private meetings on an as-
2 needed basis; provide legal opinions or analysis on issues that arise; draft contracts or other
3 documents; attend training sessions or conferences; provide any additional services necessary for
4 general legal representation. Specifically excluded from the scope of services are matters
5 pertaining to litigation. Any legal services for matters involving litigation shall be provided only
6 after both Parties have agreed in writing to such services being provided.

7 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered
8 by County Counsel, IVRMA agrees to pay County Counsel for the performance of legal services
9 described above. The annual cost of the services shall be five thousand dollars (\$5,000.00), to be
10 paid on a quarterly basis of one thousand two hundred fifty dollars (\$1,250.00). IVRMA shall
11 also pay for the cost of all appropriate training for attorneys and staff as approved by IVRMA and
12 County Counsel.

13 **5. DELEGATION AND ASSIGNMENT.** County and the IVRMA Executive
14 Director may enter into such other subsidiary agreements as may be necessary to implement and
15 effectuate the intention of this Agreement and fulfill its purposes; provided, however, no such
16 agreement may change the total amount of obligation payable by IVRMA without the prior
17 approval of IVRMA.

18 **6. INDEMNIFICATION.**

19 a. IVRMA agrees to indemnify, defend, and hold County harmless from any
20 and all claims or lawsuits that may be made against County which arise out of any action or
21 decision made by County as part of its statutorily prescribed duties and which lawsuit may be
22 premised upon the activities of an employee provided by County under this Agreement. If any
23 judgment is rendered against County in any such lawsuit, IVRMA shall, at its own expense,
24 satisfy and discharge any judgment.

25 b. The foregoing duty to indemnify shall not be applicable if the action of the
26 employee that gives rise to the claim or lawsuit is performed while the employee is acting on
27 behalf of County and not IVRMA.
28

1 c. Notwithstanding the limitations of any insurance, County shall indemnify,
2 protect, and hold harmless IVRMA and its authorized agents, officers, volunteers, and employees
3 from and against any and all claims, liabilities, or actions arising from County's negligent acts or
4 omissions in the administration of this Agreement and for any costs or expenses incurred by
5 IVRMA on account of any claim thereof.

6 **7. NOTICE.** All notices to either Party shall be in writing and either sent through the
7 United States Mail, certified, and return receipt requested; or personally delivered. The notice
8 shall be effective upon date of personal delivery or date of mailing. Notices shall be sent or
9 delivered to:

10 **IVRMA:**

11 Imperial Valley Resource Management Agency
12 300 S. Imperial Ave., Ste. 6
13 El Centro, CA 92243

14
15 **Imperial County:**

16 Imperial County Executive Office
17 940 Main Street, Suite 208
18 El Centro, CA 92243

19 and

20 Imperial County Office of the County Counsel
21 940 Main Street, Suite 205
22 El Centro, CA 92243
23

24 **8. WAIVER.** Waiver of any default shall not be considered a waiver of any
25 subsequent default. Waiver of any breach of any provision of the Agreement shall not be
26 considered a waiver of any subsequent breach. Waiver of any default or breach shall not be
27 considered a modification of the terms of this Agreement.
28

1 **9. SEVERABILITY.** If any provision of this Agreement is for any reason held to be
2 invalid, it should not affect the validity of any other provision of this Agreement.

3 **10. MODIFICATION.** This Agreement may not be modified except upon the mutual
4 written consent of the Parties.

5 **11. ENTIRE AGREEMENT.** This Agreement contains the entire and complete
6 understanding of the Parties and supersedes any and all other agreements, oral or written, with
7 respect to the provision of administration of services under this Agreement.

8 **IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed
9 on behalf of the persons duly authorized by the governing boards of the Parties hereto.

10 **IMPERIAL COUNTY:**

**IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY:**

11
12
13 By: _____
14 MICHAEL W. KELLEY
15 Chairman of the Board of Supervisors

By: _____
CHERYL VIEGAS-WALKER
Chair of the Board

16 **ATTEST:**

ATTEST:

17
18
19 By: _____
20 BLANCA ACOSTA
Clerk of the Board of Supervisors

By: _____
CRISTI LERMA
Secretary to the Board

21
22 **APPROVED AS TO FORM AND CONTENT:**

23
24 By: _____
25 ADAM G. CROOK
County Counsel

By: _____
ERIC HAVENS
Assistant County Counsel