

**Lorenzo Calderon**  
City of Calexico  
**Javier Amezcua**  
City of Calipatria  
**Mike Goodsell**  
City of Holtville  
**Robert Amparano**  
City of Imperial  
**Martha Cardenas-Singh**  
County of Imperial  
**John Hawk**  
County of Imperial  
**Justina Cruz**  
City of Westmorland



**Chairman**  
**Gil Rebollar**  
City of Brawley  
**Vice-Chair**  
**Sonia Carter**  
City of El Centro  
**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](http://www.ivrma.org)

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

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

**WEDNESDAY, MARCH 25, 2026**  
**6:00 PM (OR AFTER ICTC, LTA OR SAFE)**

**CHAIR: GIL REBOLLAR**

**VICE CHAIR: SONIA CARTER**

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/86802530493?pwd=RvB9y5zC6alfV90ZLKXW2EO2CoI88N.1>

To join by phone dial (669) 444-9171  
Meeting ID: 868 0253 0493  
Passcode: 004838

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

**II. PUBLIC COMMENTS**

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

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WESTMORLAND, AND IMPERIAL COUNTY**

**III. CONSENT CALENDAR**

- A. IVRMA Board Draft Minutes for December 10, 2025 Page 4
- B. Phase 1 of the Imperial County Integrated Waste Management Plan (ICIWMP) Update Project – Contract Award Page 7

IVRMA staff respectfully submits this item to the IVRMA Board for consideration and approval after public comment if any:

- 1. Approve the consultant award to MidAtlantic Solid Waste Consultants, LLC for Phase 1 of the Imperial County Integrated Waste Management Plan Update Project.
- 2. Authorize the IVRMA Chair to execute the Professional Services Agreement.

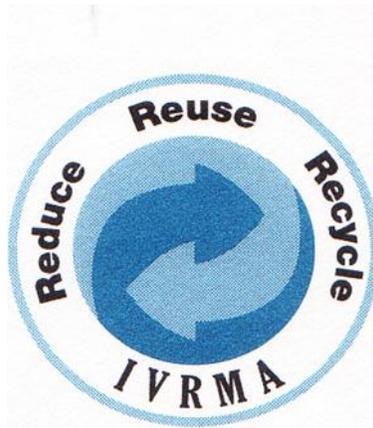
**IV. ADJOURNMENT**

# **III. CONSENT CALENDAR**

## III. CONSENT CALENDAR

A. IVRMA Board Draft Minutes for December 10, 2025

**Chairman Gil Rebollar**  
 City of Brawley  
**Vice-Chair Sonia Carter**  
 City of El Centro  
**Lorenzo Calderon**  
 City of Calexico  
**Javier Amezcua**  
 City of Calipatria  
**Mike Goodsell**  
 City of Holtville  
**Robert Amparano**  
 City of Imperial



**Vice-Chair**  
**Martha Cardenas-Singh**  
 County of Imperial  
**John Hawk**  
 County of Imperial  
**Justina Cruz**  
 City of Westmorland

**David Aguirre**  
 Executive Director  
**Cristi Lerma**  
 Board Secretary

**MINUTES FOR  
 December 10, 2025**

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**VOTING MEMBERS PRESENT:**

City of Brawley	Gil Rebollar
City of Calipatria	Javier Amezcua
City of Calexico	Absent
City of El Centro	Marty Ellet
City of Imperial	Robert Amparano
City of Holtville	Mike Goodsell
City of Westmorland	Justina Cruz
County of Imperial	Absent
County of Imperial	Absent

STAFF PRESENT: David Aguirre, Cristi Lerma, Maricela Galarza, Gustavo Gomez, Marlene Flores, Michelle Bastidas

OTHERS PRESENT: Mistelle Abdelmagied: ICTC Counsel; Ann Fox, Melina Periera, John Garcia: Caltrans; David Salgado: SCAG

PUBLIC: None.

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

The meeting was called to order by Chair Amparano at 6:02 p.m. and roll call was taken.

**II. PUBLIC COMMENTS**

There were none.

**III. CONSENT CALENDAR**

- A. IVRMA Board Draft Minutes for December 10, 2025
- B. IVRMA Administration-Office Space Renewal Contract/Agreement
  - 1. Approved the attached Office Space Lease Agreement for Suite 6, located at 300 S. Imperial Avenue, El Centro, CA, for the lease term January 1, 2026 – December 31, 2027; and
  - 2. Authorized the Executive Director and/or designee to execute the Lease Agreement and any related documents on behalf of IVRMA.
  - 3. Directed staff to forward the signed agreement to the current Landlord.

A motion was made by [Amezcu](#) and seconded by [Goodsell](#) to approve the consent calendar as presented, roll call:

Agency	Roll call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Hawk	Absent
County of Imperial Singh	Absent
City of Westmorland	Yes

**Motion Carried.**

**IV. ACTION CALENDAR**

- A. Phase 1 of Imperial County Integrated Waste Management Plan (ICIWMP) Update -Consultant Selection and funds request
  - 1. Approved the cost sharing recommendations requiring contributions by each of the cities/county to fund the Imperial County Integrated Waste Management Plan (ICIWMP) Update
  - 2. Authorized IVRMA staff to execute the consultant agreement with MidAtlantic Solid Waste (MSW) Consultants in the amount of \$41,600, and initiate Phase 1 implementation
  - 3. Authorized staff to make the necessary adjustments to the IVRMA budget pending agency participation and receipt of funds.

A motion was made by [Goodsell](#) and seconded by [Amezcu](#) to approve the item as presented, roll call:

Agency	Roll call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Hawk	Absent
County of Imperial Singh	Absent
City of Westmorland	Yes

**Motion Carried.**

**V. ADJOURNMENT**

- A. The meeting was adjourned at 6:13 p.m.

# III. CONSENT CALENDAR

## B. Phase 1 of the Imperial County Integrated Waste Management Plan (ICIWMP) Update Project – Contract Award

IVRMA staff respectfully recommend that the board consider the following recommendations after public comment, if any:

1. Recommend approval of the Professional Services Agreement and consultant award to MidAtlantic Solid Waste Consultants, LLC for Phase 1 of the Imperial County Integrated Waste Management Plan Update Project; and
2. Forward this item to the IVRMA Board for final approval and authorization to proceed.



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

March 19, 2026

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

SUBJECT: Phase 1 of the Imperial County Integrated Waste Management Plan (ICIWMP)  
Update Project – Contract Award

Dear Board Members:

The Imperial Valley Resource Management Agency (IVRMA) respectfully submits this item to the IVRMA Board regarding the approval of a Professional Services Agreement and consultant award for Phase 1 of the Imperial County Integrated Waste Management Plan (ICIWMP) Update Project.

As previously presented to the committees (Technical Advisory Committee - TAC, Management Committee - MC) and the IVRMA Board, the ICIWMP has not been comprehensively updated in approximately 26 years and is currently out of alignment with several CalRecycle regulatory requirements. This update represents a regional mandate affecting all jurisdictions within Imperial County and is necessary to ensure continued compliance with state reporting obligations, regional planning requirements, and the evolving framework of waste diversion and SB 1383 implementation.

Failure to proceed with the update may result in potential compliance audit findings, reporting deficiencies, administrative penalties, and additional financial and operational burdens for the jurisdictions within the region. For this reason, IVRMA has proactively taken the lead in coordinating the regional update process to provide centralized project management, streamline administrative responsibilities, and ensure consistent regulatory alignment among all participating jurisdictions.

Following the Request for Proposals (RFP) process and technical review, a sole qualified proposal was received from MidAtlantic Solid Waste Consultants, LLC to perform the required consulting services. A Professional Services Agreement has been prepared outlining the scope of work and compensation structure associated with the project. Phase 1 of the project includes an amount not to exceed \$41,600 and will initiate the update process, establish the regulatory framework, and develop the foundational work necessary for the full plan update. A second phase to the effort will be required to finalize the plan. It is anticipated that IVRMA will present a future RFP, proposed cost amendment and request additional funds from its member agencies to complete the Phase 2 effort.

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WESTMORLAND, AND THE COUNTY OF IMPERIAL**

To initiate the project, IVRMA has processed the necessary budget amendment and distributed shared cost invoices to each participating city and the County, consistent with the agreed cost allocation. While several jurisdictions have submitted payment, a small number of jurisdictions are still working to submit payment, and staff will continue coordinating with those jurisdictions to ensure timely completion of the shared funding structure leading towards the project initiation.

The Technical Advisory Committee has reviewed the proposed agreement and project framework and has recommended that the item proceed to the Management Committee for consideration and subsequent Board approval. The Management Committee meeting was cancelled due to limited items for consideration.

Upon Board approval, IVRMA staff will proceed with the execution of the consultant agreement and schedule the project kickoff meeting. As part of the project initiation process, stakeholder meetings will be incorporated to ensure early engagement and participation from all jurisdictions and relevant agencies. IVRMA will continue to work with its member agencies to ensure receipt of funding prior to execution of the agreement.

To maintain transparency and ensure ongoing coordination throughout the implementation of this regional initiative, IVRMA will provide regular project updates through the Technical Advisory Committee (TAC) and Management Committee, allowing jurisdictions to remain informed of project milestones, deliverables, and regulatory coordination efforts.

Timely approval of this item will allow the region to advance toward compliance with CalRecycle requirements and ensure that Imperial County jurisdictions are operating under an updated and coordinated waste management planning framework.

IVRMA staff respectfully submits this item to the IVRMA Board for consideration and approval after public comment if any:

1. Approve the consultant award to MidAtlantic Solid Waste Consultants, LLC for Phase 1 of the Imperial County Integrated Waste Management Plan Update Project.
2. Authorize the IVRMA Chair to execute the Professional Services Agreement.

Sincerely,



David Aguirre  
Executive Director

Attachment

1 **PROFESSIONAL SERVICES AGREEMENT**

2 THIS AGREEMENT (hereinafter “AGREEMENT”) is made and entered into this  
3 \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Imperial Valley Resource  
4 Management Agency (“IVRMA”), and MidAtlantic Solid Waste Consultants, LLC, a Florida  
5 limited liability company (“CONSULTANT”).

6 **WITNESSETH**

7 **WHEREAS**, IVRMA is in need of professional consulting services to assist in a  
8 significant update of the Imperial County Integrated Waste Management Plan (ICIWMP);  
9 and

10 **WHEREAS**, CONSULTANT represents that it possesses the qualifications necessary  
11 to perform the desired services; and

12 **WHEREAS**, IVRMA is desirous of engaging CONSULTANT for the performance of  
13 said services as are provided for herein and CONSULTANT is willing to accept such  
14 engagement.

15 **NOW, THEREFORE**, IVRMA hereby engages and CONSULTANT hereby accepts  
16 upon the terms and conditions set forth herein.

17 **1. PARTIES TO AGREEMENT**

18 This AGREEMENT is by and between IVRMA and CONSULTANT. IVRMA and  
19 CONSULTANT are sometimes collectively referred to as Parties.

20 **2. WORK TO BE PERFORMED BY CONSULTANT**

21 **2.1** CONSULTANT shall perform and be responsible for those services detailed  
22 in the IVRMA’s request for quotation dated August 19, 2025, attached hereto  
23 as Exhibit “A” and CONSULTANT’S proposal dated October 10, 2025,  
24 attached hereto as Exhibit “B”, (collectively, the “Services”). In the event of  
25 any inconsistency between the IVRMA’s request for quotation and the  
26 CONSULTANT’s proposal, the IVRMA’s request for quotation shall control.

27 **2.2** CONSULTANT shall perform such other tasks as necessary and proper for the  
28 full performance of the obligations assumed by CONSULTANT hereunder.

1 **3. TERM OF AGREEMENT**

2 **3.1.** Subject to Paragraph 9.3 below, this AGREEMENT shall commence on the  
3 date first written above and shall continue for sixteen months thereafter, with  
4 up to two (2) six month extensions, subject to performance and funding.

5 **4. COMPENSATION**

6 **4.1** IVRMA shall pay CONSULTANT compensation for the Services required to  
7 be performed hereunder as follows:

- 8 • For Phase 1: an amount not to exceed Forty-One Thousand Six  
9 Hundred Dollars and Zero Cents (\$41,600.00).
- 10 • For Phase 2: an amount not to exceed Three Hundred Fifty Thousand  
11 Dollars and Zero Cents (\$350,000.00).

12 Compensation for specific phases shall be allocated consistent with the Cost  
13 Proposal contained in CONSULTANT's proposal.

14 **4.2** Except as provided under Paragraph 4.1, IVRMA shall not be responsible to  
15 pay CONSULTANT any compensation, out-of-pocket expenses, fees or other  
16 remuneration.

17 **4.3** Said compensation and out-of-pocket expenses shall be paid to  
18 CONSULTANT by IVRMA in accordance with Paragraphs 4.4, 4.5, and 4.6.  
19 However, said payment shall not be due and payable until such time as  
20 CONSULTANT has provided IVRMA with a monthly service statement as  
21 described in Paragraph 4.4.

22 **4.4** CONSULTANT shall issue monthly service statements to IVRMA, which  
23 shall specifically itemize all out-of-pocket expenses and work performed for  
24 each said period. Said statements must meet with the approval of IVRMA and  
25 be received by IVRMA no later than the 10<sup>th</sup> day of every month following that  
26 for which the subject work was performed.

27 **4.5** Invoices, clearly indicating the period for which the bill is made, shall be  
28 submitted to:

1 IVRMA  
2 300 S Imperial Ave  
3 El Centro, CA 92243

4 **4.6** Service statements shall be paid within thirty (30) days of IVRMA'S receipt,  
5 review and approval of the same. Notwithstanding, IVRMA reserves the right  
6 to retain 15% of total contracted fee from final payments until the Services are  
7 completed and all reports are issued.

8 **4.7** CONSULTANT acknowledges IVRMA is under no obligation to compensate  
9 CONSULTANT for services rendered or expenses accrued under this  
10 AGREEMENT not authorized by IVRMA.

11 **5. REPRESENTATIONS BY CONSULTANT**

12 **5.1** CONSULTANT understands and agrees that IVRMA is relying upon  
13 CONSULTANT'S representations that it will provide the Services detailed  
14 herein in accordance with applicable professional standards.

15 **5.2** CONSULTANT represents and warrants that it is a lawful entity possessing all  
16 required licenses and authorities to do business in the State of California and  
17 perform all aspects of this AGREEMENT.

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

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

26 **5.5** CONSULTANT represents and warrants that the subject Services shall be  
27 performed exclusively by duly qualified employees of CONSULTANT. Any  
28 agreements to the contrary must be consented to in writing by IVRMA.

1           **5.6**   CONSULTANT represents and warrants that the statement contained in its  
2           Proposal are true and correct.

3           **5.7**   CONSULTANT understands that IVRMA considers the representations made  
4           herein to be material and would not enter into this AGREEMENT with  
5           CONSULTANT if such representations were not made.

6           **5.8**   CONSULTANT represents and warrants that it will treat all work performed  
7           under this AGREEMENT as confidential.

8           **5.9**   CONSULTANT represents and warrants that all reports, analyses or other  
9           documents developed under this AGREEMENT shall become the exclusive  
10          property of IVRMA and shall not be distributed by CONSULTANT without  
11          IVRMA's written consent. For the avoidance of doubt, reports, analyses or  
12          other documents as identified in this Section does not include  
13          CONSULTANT'S workpapers which are proprietary information and access  
14          is restricted.

15          **5.10** CONSULTANT represents and warrants that any errors in its Services and/or  
16          work product shall be corrected at no additional charge to IVRMA.

17          **5.11** CONSULTANT represents and warrants that it will supply all of the tools,  
18          equipment and other supplies required to perform the Services under this  
19          AGREEMENT.

20          **5.12**   **RETENTION AND ACCESS OF BOOKS AND RECORDS**

21          CONSULTANT represents and warrants that it shall maintain books, records,  
22          documents, reports and other materials developed under this AGREEMENT as  
23          follows:

- 24           (a)   CONSULTANT shall maintain all ledgers, books of accounts, invoices,  
25           vouchers, canceled checks, and other records relating to  
26           CONSULTANT's charges for services or expenditures and  
27           disbursements charged to IVRMA for a minimum period of three (3)  
28           years, or for any longer period required by law, from the date of final

1 payment to CONSULTANT pursuant to this AGREEMENT.

2 (b) CONSULTANT shall maintain all reports, documents and records,  
3 which demonstrate performance under this AGREEMENT for a  
4 minimum period of three (3) years, or for any longer period required by  
5 law, from the date of termination or completion of this AGREEMENT.

6 (c) Any records or documents required to be maintained by  
7 CONSULTANT pursuant to this AGREEMENT shall be made  
8 available to IVRMA for inspection or audit, at any time during  
9 CONSULTANT's regular business hours provided IVRMA provides  
10 CONSULTANT with twenty-four (24) hours advanced written or oral  
11 notice. Copies of such documents shall, at no cost to IVRMA, be  
12 provided to IVRMA for inspection at CONSULTANT's address  
13 indicated for receipt of notices under this AGREEMENT.

14 (d) For the avoidance of doubt, books, records, documents, reports and  
15 other materials as identified in Section 5.12 does not include  
16 CONSULTANT's workpapers which are proprietary information and  
17 access is restricted.

18 **5.13** CONSULTANT represents and warrants that it has not been engaged by, nor  
19 will it be engaged by and owes no duty of performance to any other person or  
20 entity with respect to the subject Services provided hereunder without  
21 obtaining the IVRMA's express written consent. For breach or violation of  
22 this warranty, IVRMA shall amongst other remedies at law, have the right to  
23 terminate this AGREEMENT without liability, or at its sole discretion, to  
24 deduct from the AGREEMENT price or consideration, or otherwise recover  
25 the full amount of such fee, commission, percentage brokerage fee, gift or  
26 contingent fee paid or received from another entity or person.

27 **6. INDEMNIFICATION**

28 **6.1.** CONSULTANT agrees to the fullest extent permitted by law to indemnify,

1 defend, protect and hold IVRMA and its representatives, officers, directors,  
2 designees, employees, agents, successors and assigns (“Indemnitees”) harmless from  
3 any and all claims, expenses, liabilities, causes of action, demands, losses, penalties,  
4 attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising  
5 out of or in connection with CONSULTANT’s negligent acts and omissions or willful  
6 misconduct under this Agreement (“Claims”), whether or not arising from the passive  
7 negligence of IVRMA, but does not include Claims that are finally determined to be  
8 the result of the sole negligence or willful misconduct of IVRMA. CONSULTANT’s  
9 indemnification obligations hereunder shall not extend to Claims arising from the sole  
10 negligence or willful misconduct of Indemnitees.

11 **6.2.** CONSULTANT agrees to defend with counsel acceptable to IVRMA,  
12 indemnify and hold IVRMA harmless from all Claims, including but not limited to:

13 **6.2.1.** Personal injury, including but not limited to bodily injury, emotional  
14 injury, sickness or disease or death to persons including but not limited to  
15 IVRMA’s respective representatives, officers, directors, designees, employees,  
16 agents, successors and assigns, subcontractors and other third parties and/or  
17 damage to property of anyone (including loss of use thereof) arising out of  
18 CONSULTANT’s negligent performance of, or willful misconduct  
19 surrounding, any of the terms contained in this Agreement, or anyone directly  
20 or indirectly employed by CONSULTANT or anyone for whose acts  
21 CONSULTANT may be liable;

22 **6.2.2.** Liability arising from injuries to CONSULTANT and/or any of  
23 CONSULTANT’s employees or agents arising out of CONSULTANT’s  
24 negligent performance of, or willful misconduct surrounding, any of the terms  
25 contained in this Agreement, or anyone directly or indirectly employed by  
26 CONSULTANT or anyone for whose acts CONSULTANT may be liable;

27 **6.2.3.** Penalties imposed upon account of the violation of any law, order,  
28 citation, rule, regulation, standard, ordinance or statute caused by the negligent

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action or inaction, or willful misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

**6.2.4.** Infringement of any patent rights which may be brought against IVRMA arising out of CONSULTANT's work;

**6.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

**6.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this Agreement.

**6.3.** The indemnification provisions of Paragraphs 6.2.1 through 6.2.6 above shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

**7. INDEPENDENT CONSULTANT**

In all situations and circumstances arising out of the terms and conditions of the AGREEMENT, CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

**7.1** CONSULTANT is not an employee of IVRMA and is only responsible for the requirements and results specified by this AGREEMENT or any other agreement.

**7.2** CONSULTANT shall be responsible to IVRMA only for the requirements and results specified by this AGREEMENT and except as specifically provided in this AGREEMENT, shall not be subject to IVRMA's control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this AGREEMENT.

**7.3** CONSULTANT is not, and shall not be, entitled to receive from, or through, IVRMA, and IVRMA shall not provide, or be obligated to provide,

1 CONSULTANT with Workers' Compensation coverage or any other type of  
2 employment or worker insurance or benefit coverage required or provided by  
3 any federal, state or local law or regulation for, or normally afforded to, an  
4 employee of IVRMA.

5 **7.4** CONSULTANT shall not be entitled to have IVRMA withhold or pay, and  
6 IVRMA shall not withhold or pay, on behalf of CONSULTANT, any tax or  
7 money relating to the Social Security Old Age Pension Program, Social  
8 Security Disability Program, or any other type of pension, annuity, or  
9 disability program required or provided by any federal, state, or local law or  
10 regulation.

11 **7.5** CONSULTANT shall not be entitled to participate in, or receive any benefit  
12 from, or make any claim against any IVRMA fringe benefit program,  
13 including, but not limited to, IVRMA's pension plan, medical and health care  
14 plan, dental and eye care plan, life insurance plan, or any other type of benefit  
15 program, plan, or coverage designated for, provided to, or offered to IVRMA's  
16 employees.

17 **7.6** IVRMA shall not withhold or pay, on behalf of CONSULTANT, any federal,  
18 state, or local tax, including, but not limited to, any personal income tax, owed  
19 by CONSULTANT.

20 **7.7** CONSULTANT is, and at all times during the term of this AGREEMENT,  
21 shall represent and conduct itself as an independent contractor, not as an  
22 employee of IVRMA.

23 **7.8** CONSULTANT shall not have the authority, express or implied, to act on  
24 behalf of, bind or obligate IVRMA in any way without the written consent of  
25 IVRMA.

26 **8. INSURANCE REQUIREMENTS**

27 **8.1** CONSULTANT hereby agrees at its sole cost and expense, to obtain and  
28 maintain in full force during the entire term of this AGREEMENT and any

1 extended term thereof the following types of insurance:

- 2 (a) Commercial General Liability coverage in the minimum amount of one  
3 million dollars (\$1,000,000) per occurrence and two million dollars  
4 (\$2,000,000) aggregate for any one accident, including personal injury,  
5 death and property damage.
- 6 (b) Automobile Liability coverage in a minimum amount of one million  
7 dollars (\$1,000,000) combined single limit, including owned, non-  
8 owned and hired vehicles.
- 9 (c) To the extent required by law, Workers' Compensation coverage, in  
10 full compliance with California statutory requirements, for all  
11 employees of CONSULTANT and Employer's Liability in the  
12 minimum amount of one million dollars (\$1,000,000).
- 13 (d) Errors & Omissions coverage (professional liability – malpractice) in a  
14 minimum amount of one million dollars (\$1,000,000) per claim and  
15 one million dollars (\$1,000,000) in the aggregate.

16 **8.2 Special Insurance Requirements.** All insurance required under paragraph  
17 8.1 shall:

- 18 (a) Be procured from an insurer authorized to do business in California.
- 19 (b) All insurance required shall be primary coverage as respects IVRMA  
20 and any insurance or self-insurance maintained by IVRMA shall be in  
21 excess of CONSULTANT's insurance coverage and shall not  
22 contribute to it.
- 23 (c) Name IVRMA as an additional insured on all policies except for Errors  
24 & Omissions coverage and provides that IVRMA may recover for any  
25 loss suffered by IVRMA by reason of CONSULTANT's negligence.
- 26 (d) Policies shall not be canceled, non-renewed or reduced in scope of  
27 coverage until after thirty (30) days written notice has been given to the  
28 IVRMA. However, CONSULTANT may not terminate such coverage

1 until it provides IVRMA with proof that equal or better insurance has  
2 been secured and is in place. Cancellation or change without the prior  
3 written consent of the IVRMA shall, at the option of the IVRMA, be  
4 grounds for termination of this AGREEMENT.

5 (e) CONSULTANT agrees to provide IVRMA with the following  
6 insurance documents on or before the effective date of this  
7 AGREEMENT:

8 (1) Complete copies of certificates of insurance for all required  
9 coverages including Additional Insured Endorsements and 30  
10 days Notice of Cancellation Clause endorsements.

11 (2) The documents enumerated in Paragraph 8.1 shall be sent to the  
12 following:

13 IVRMA  
14 300 S Imperial Ave, Suite 6  
15 El Centro, CA 92243

16 (f) Additional Insurance. Nothing in this, or any other provision of this  
17 AGREEMENT, shall be construed to preclude the CONSULTANT  
18 from obtaining and maintaining any additional insurance policies in  
19 addition to those required pursuant to this AGREEMENT.

20 **9. DEFAULT & TERMINATION**

21 **9.1 CONSULTANT's Default.** If CONSULTANT fails or refuses to perform  
22 any provision, covenant or condition to be kept or performed by  
23 CONSULTANT under this AGREEMENT, IVRMA, prior to exercising any  
24 of its rights or remedies, shall give written notice to CONSULTANT of such  
25 default, specifying in said notice the nature of such default and  
26 CONSULTANT shall have thirty (30) days from receipt of such notice to cure  
27 said default. If such default is not cured within said thirty (30) day period,  
28

1 then IVRMA may in its sole discretion terminate this AGREEMENT and/or  
2 pursue those remedies available under the law at the time this AGREEMENT  
3 is executed as well as any future remedies that are created.

4 **9.2 IVRMA's Default.** If IVRMA fails or refuses to perform any provision,  
5 covenant or condition to be kept or performed by IVRMA under this  
6 AGREEMENT, CONSULTANT, prior to exercising any of its rights or  
7 remedies, shall give written notice to IVRMA of such default, specifying in  
8 said notice the nature of such default and IVRMA shall have thirty (30) days  
9 from receipt of such notice to cure said default. If such default is not cured  
10 within said thirty (30) day period, then CONSULTANT may in its sole  
11 discretion terminate this AGREEMENT and/or pursue those remedies  
12 available under the law at the time this AGREEMENT is executed as well as  
13 any future remedies that are created.

14 **9.3 Termination Clause.** Notwithstanding Paragraph 9.1, this AGREEMENT is  
15 subject to termination without cause by IVRMA upon thirty (30) days written  
16 notice. In the event of termination, CONSULTANT will be due the charges  
17 represented by Services completed and/or expenses incurred at the time of  
18 termination as evidenced by a final invoice and approved by IVRMA.

19 **10. ASSIGNMENTS AND SUBCONTRACTS.**

20 **10.1** Neither this AGREEMENT nor any rights, duties or obligations hereunder  
21 shall be assignable and/or subcontracted by CONSULTANT without the prior  
22 written consent of IVRMA.

23 **10.2** IVRMA may demand such assurances, including financial assurances,  
24 modification of this AGREEMENT, or such other requirements as, in its sole  
25 discretion, it deems advisable, as a condition to granting its consent to any  
26 assignee or subcontractor hereunder. Nothing herein shall be construed as  
27 requiring IVRMA to grant such approval if IVRMA, in its sole opinion, deems  
28 such grant of consent to be not in the best interests of IVRMA.

1           **10.3** Consent by IVRMA to an assignment or subcontract shall not release  
2           CONSULTANT from its primary liability under this AGREEMENT, and  
3           IVRMA's consent to one assignment or subcontract, shall not be deemed  
4           consent to other assignments and/or subcontracts.

5           **10.4** Any attempt by the CONSULTANT to assign or otherwise transfer any  
6           interest in this AGREEMENT without obtaining the prior written consent of  
7           IVRMA shall be void.

8       **11. BINDING.**

9           This AGREEMENT shall be binding upon the heirs, successors, assigns and  
10          subcontractors of the Parties hereto.

11       **12. NOTICES.**

12          **12.1** Any notice by either party to the other shall be personally delivered to the  
13          party or sent by certified mail, return receipt requested, to the addresses set  
14          forth below:

15                   CONSULTANT:

15                   IVRMA:

16                   MSW Consultants  
17                   11875 High Tech Ave.  
18                   Orlando, FL 32817

16                   IVRMA  
17                   300 S Imperial Ave,  
18                   El Centro, CA 92243

19          **12.2** Either party may change its address for notice by providing written notice to  
20          the other party in accordance with Paragraph 12.1. Notices shall be deemed  
21          effective on the date of delivery.

22       **13. ENTIRE AGREEMENT.**

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

27       **14. MODIFICATION.**

28           No modification, waiver, amendment, discharge, or change of this AGREEMENT  
            shall be valid unless the same is in writing and signed by both Parties.

1 **15. PARTIAL INVALIDITY.**

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

5 **16. WAIVER.**

6 No waiver of any breach or of any of the covenants or conditions of this  
7 AGREEMENT shall be construed to be a waiver of any other breach or to be a  
8 consent to any further or succeeding breach of the same or any other covenant or  
9 condition.

10 **17. CHOICE OF LAW.**

11 This AGREEMENT shall be governed by the laws of the State of California. This  
12 AGREEMENT is made and entered into in Imperial County, California. Any action  
13 brought by either party with respect to this AGREEMENT shall be brought in a court  
14 of competent jurisdiction within said county.

15 **18. ATTORNEY'S FEES.**

16 If either party herein brings an action to enforce the terms thereof or declare rights  
17 hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled  
18 to its reasonable attorney's fees to be paid by the losing party as fixed by the court.

19 **19. AUTHORITY.**

20 Each of the individuals executing this AGREEMENT on behalf of CONSULTANT  
21 and IVRMA represent and warrant that he or she is duly authorized to execute and  
22 deliver this AGREEMENT on behalf of CONSULTANT or IVRMA, as applicable;

23 **20. NON-DISCRIMINATION.**

24 **20.1** During the performance of this AGREEMENT, CONSULTANT and its  
25 subcontractors shall not unlawfully discriminate against any employee or  
26 applicant for employment or treatment because of race, religion, color,  
27 national origin, ancestry, physical handicap, medical condition, marital status,  
28 age (over 40) or sex. CONSULTANT and its subproviders shall insure that

1 the evaluation and treatment of their employees and applicants for  
2 employment are free of such discrimination.

3 **20.2** CONSULTANT and subproviders shall comply with provisions of the Fair  
4 Employment and Housing Act (Government Code Section 12900 et seq.). The  
5 applicable regulations of the Fair Employment Housing Commission  
6 implementing Government Code Section 12990, set forth in Chapter 5 of  
7 Division 4 of Title 2 of the California Administrative Code are incorporated  
8 into this AGREEMENT by reference and made a part hereof as if set forth in  
9 full.

10 **20.3** CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 (P.L.  
11 88-352) and all amendments thereto, and all administrative rules and  
12 regulations issued pursuant to said Act. CONSULTANT and its subproviders  
13 shall give written notice of their obligations under this clause to labor  
14 organizations with which they have a collective bargain or other agreement.

15 **20.4** CONSULTANT shall include the non-discrimination and compliance  
16 provisions of this paragraph in all subcontracts to perform work under this  
17 AGREEMENT.

18 **21. COUNTERPARTS.**

19 This AGREEMENT may be executed in counterparts.

20 **22. REVIEW OF AGREEMENT TERMS AND ORDER OF PRECEDENCE.**

21 **22.1** This AGREEMENT has been reviewed and revised by legal counsel for both  
22 IVRMA and CONSULTANT and no presumption or rule that ambiguities  
23 shall be construed against the drafting party shall apply to the interpretation or  
24 enforcement of the same or any subsequent amendments thereto.

25 **22.2** In the event of an inconsistency between this Agreement, the IVRMA's  
26 request for quotation, and the CONSULTANT's proposal, the inconsistency  
27 shall be resolved in the following order: 1) this Agreement; 2) IVRMA's  
28 request for quotation; and 3) CONSULTANT's Proposal.

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**IN WITNESS WHEREOF**, the Parties hereto have caused this AGREEMENT to be executed the day, and year first above written.

**IVRMA**

**MSW Consultants**

\_\_\_\_\_  
By: Gil Rebollar, Chairperson

\_\_\_\_\_  
By: John Culbertson, Principal

**ATTEST:**

\_\_\_\_\_  
By: Cristi Lerma, Secretary of Board

**APPROVED AS TO FORM:**

IVRMA COUNSEL

\_\_\_\_\_  
By: Geoffrey P. Holbrook  
IVRMA Counsel