

Gil Rebollar
City of Brawley
Sonia Carter
City of El Centro
Lisa Tylenda
City of Calexico
Javier Amezcua
City of Calipatria
Mike Goodsell
City of Holtville
Chairman
Robert Amparano
City of Imperial



Martha Cardenas-Singh
County of Imperial
John Hawk
County of Imperial
Ana Beltran
City of Westmorland

David Aguirre
Executive Director
Cristi Lerma
Board Secretary

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

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY AGENDA

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

WEDNESDAY, DECEMBER 10, 2025
6:00 PM (OR AFTER ICTC, LTA OR SAFE)

CHAIR: ROBERT AMPARANO

VICE CHAIR: MARTHA CARDENAS-SINGH

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/88158325285?pwd=UxHkSkb0ec5TLriR9rFgepKSwrr9N4.1>

To join by phone dial (669) 444-9171

Meeting ID: 881 5832 5285

Passcode: 171512

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENTS

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

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

III. CONSENT CALENDAR

A. IVRMA Board Draft Minutes for November 12, 2025 page 4

B. IVRMA Administration-Office Space Renewal Contract/Agreement page 6

The Management Committee will meet on December 10, 2025, and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment if any:

1. Approve 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. Authorize the Executive Director and/or designee to execute the Lease Agreement and any related documents on behalf of IVRMA.
3. Direct staff to forward the signed agreement to the current Landlord.

IV. ACTION CALENDAR

A. Phase 1 of Imperial County Integrated Waste Management Plan (ICIWMP) Update -Consultant Selection and funds request page18

The Management Committee will meet on December 10, 2025, and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment if any:

1. Approve the cost sharing recommendations requiring contributions by each of the cities/county to fund the Imperial County Integrated Waste Management Plan (ICIWMP) Update
2. Authorize 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. Authorize staff to make the necessary adjustments to the IVRMA budget pending agency participation and receipt of funds.

V. ADJOURNMENT

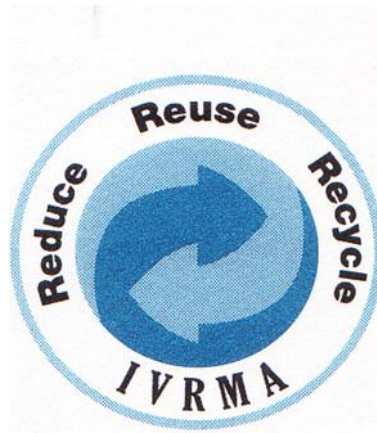
III. CONSENT CALENDAR

- A. IVRMA Board Draft Minutes for November 12, 2025
- B. IVRMA Administration-Office Space Renewal Contract/Agreement

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2. Authorize the Executive Director and/or designee to execute the Lease Agreement and any related documents on behalf of IVRMA.
3. Direct staff to forward the signed agreement to the current Landlord.

Gil Rebollar
City of Brawley
Sonia Carter
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Vice-Chair
Martha Cardenas-Singh
County of Imperial
John Hawk
County of Imperial
Ana Beltran
City of Westmorland

David Aguirre
Executive Director
Cristi Lerma
Board Secretary

MINUTES FOR November 12, 2025

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	Absent
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.

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Amparano at 6:00 p.m. and roll call was taken.

II. PUBLIC COMMENTS

There were none.

III. CONSENT CALENDAR

- A. IVRMA Board Draft Minutes for November 12, 2025
- B. Adoption of Resolution No. 112501- Authorizing Application for Certificate of Consent to Self-Insure Workers' Compensation Liabilities
 1. Adopt the attached Resolution authorizing the application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities; and
 2. Authorize the Executive Director, or designee, to execute the DIR Application (Form A-2) and all necessary documents related to the self-insurance approval process; and

IVRMA Board Meeting Minutes

November 12, 2025

Page 2

3. Confirm IVRMA's participation in the Special District Risk Management Authority (SDRMA) Workers' Compensation Joint Powers Program, effective January 1, 2026.
- C. Adoption of Resolution No. 112502 – Authorizing Participation in the Special District Risk Management Authority (SDRMA) Workers' Compensation Program
1. Adopt Resolution No. 112502, approving the form of and authorizing the execution of the Sixth Amended and Restated Joint Powers Agreement; and
 2. Authorize participation in the Special District Risk Management Authority (SDRMA) Workers' Compensation Program for a minimum of three full program years; and
 3. Authorize the Executive Director, or designee, to execute all necessary documents and agreements on behalf of the Agency.
- D. Adoption of Resolution Authorizing Filing of Application for Elective Coverage under Section 709 of the California Unemployment Insurance Code (CUIC)
1. Adopt Resolution No. 112503, authorizing the filing of an application for elective coverage under Section 709 of the California Unemployment Insurance Code (CUIC) with the Employment Development Department; and
 2. Authorize the Executive Director, or designee, to execute all required documents and amendments related to the elective coverage program

A motion was made by [Rebollar](#) 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	Absent

Motion Carried.

IV. ADJOURNMENT

- A. The meeting was adjourned at 6:02 p.m.



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

December 5, 2025

Robert Amparano, Chair
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: IVRMA Administration-Office Space Renewal Contract/Agreement

Dear Commission Members:

The purpose of this item is to request Board approval of a renewal two-year lease agreement for Suite 6, located at 300 S. Imperial Avenue, El Centro, CA, for the period January 1, 2026 through December 31, 2027. This renewal ensures uninterrupted occupancy for IVRMA administrative operations and staff. The space accommodates five (5) office staff, facilitating daily operations and program management in support of all member jurisdictions.

The property owner has notified IVRMA of scheduled rent adjustments beginning in January 2026. These increases are consistent with market conditions and reflect modest annual percentage changes. Specifically:

Beginning January 2026:

Monthly rent increases from \$1,075 to \$1,130, representing a 5.12% increase.

Beginning January 2027:

Monthly rent increases from \$1,130 to \$1,185, representing a 4.87% increase.

Lease Term

January 1, 2026 – December 31, 2027 (Two years)

Rent Schedule

2026: \$1,130.00 per month

2027: \$1,185.00 per month

These rent amounts are consistent with the attached two-year Lease Agreement for 2026–2027, which outlines the full rental payment plan totaling \$27,780.00 over the two-year period.

The new agreement maintains the same office configuration, responsibilities, and standard terms as the prior lease. No changes to occupancy, utilities, or maintenance responsibilities have been introduced. This updated term aligns with the landlord's renewal schedule and IVRMA's operational planning needs. The Office Space Agreement is attached for your review.

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

The projected lease costs for 2026 and 2027 have been incorporated into IVRMA's operational budget. The modest rent increases of 5.12% and 4.87% remain within anticipated facilities expenditures and do not result in any unplanned fiscal impacts.

Approval of the two-year lease renewal will ensure continued office stability for IVRMA staff and uninterrupted program operations. The proposed agreement supports fiscal predictability and maintains the agency's presence in a centrally located facility that effectively serves all member jurisdictions.

The Management Committee will meet on December 10, 2025, and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment if any:

1. Approve 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. Authorize the Executive Director and/or designee to execute the Lease Agreement and any related documents on behalf of IVRMA.
3. Direct staff to forward the signed agreement to the current Landlord.

Sincerely,



David Aguirre
Executive Director

DA/mg
Attachment

LEASE AGREEMENT

THIS LEASE is made this 1st day of December, 2025, between the Richard Weir McManus Living Trust (Landlord), whose address is 593 W. Main Street, El Centro, CA 92243, and Imperial Valley Resource Management Agency (IVRMA) (Tenant) whose address is 300 S. Imperial Ave., Ste 6, El Centro, CA 92243, who agree as follows: This lease is made with reference to the following facts and objectives:

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

I

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

II

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

III

Term. The term of this Lease shall commence on **January 1, 2026**, and shall expire on **December 31, 2027**.

IV

Rent. The Tenant agrees to pay to Landlord as rent for the leased premises the total sum of **\$27,780.00** payable in **24** monthly installments (**see rent schedule**) on the first day of each month during the term hereof. The Tenant shall pay to the Landlord prior to the start of the Lease **\$--00--** which shall be allocated to **\$--00--** first month's rent installment, **\$--00--** to last month's rent installment, and **\$--00--** to the Security Deposit. Rent must be paid by wire, PayPal, Venmo, Zelle, ACH, or by direct deposit to **Richard McManus**, US Bank, routing number 122235821, and Account number 158230535557.

Rent Schedule

From January 1, 2026, to December 31, 2026, rent is \$1,130.00 per month

From January 1, 2027, to December 31, 2027, rent is \$1,185.00 per month

V

Late Charge. A late charge of \$100.00, which shall be considered additional rent, will apply if the rent is not received by the 10th of the month. On the 20th of the month, the late charge shall increase to \$150.00, and on the 30th of the month, the late charge shall increase to \$200.00. Nonpayment of the rent by the day following the month's end will result in the tenant's eviction.

VI

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

VII

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

VIII

Use. Tenant shall use the premises only for the purposes above described, and for no other purpose without Landlord’s consent. Tenant shall not do, bring or keep anything in or about the premises that will cause a cancellation of any insurance covering the building in which the premises is located. If the rate of any insurance carried by Landlord is increased as a result of Tenant’s use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium.

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

IX

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

X

Tenant’s Maintenance. Except as provided in paragraph IX, Tenant, at its cost, shall maintain in good condition all portions of the premises and Tenant’s personal property, carpet/flooring, fixtures, signs, plate glass, windows/window covering, doors, locks, keys, interior walls, interior ceiling, interior electrical, which includes

electrical outlets, light fixtures, light bulbs, light tubes, ballasts (some ballasts are located in the attic), ceiling fans, and smoke detectors. Tenant shall install and maintain a fire extinguisher. Tenant to handle pest control and maintenance issues occurring inside the premises. Tenant is solely responsible for the installation and maintenance of tenant's phone, fax, and data lines. If the tenant is unavailable at the time of the monthly air conditioning filter change, the tenant acknowledges that the property manager may open tenant's office for the technician. Otherwise, tenant will provide a written statement that tenant will change its own filter with a filter provided by property manager. If tenant fails to change the filter monthly, landlord will bill tenant for any repairs needed to tenant's air conditioning unit.

XI

Alterations. Tenant shall not make any alterations to the premises without Landlord's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term, or with ten (10) days after termination of the term. If Tenant removes any such alterations, Tenant, at its cost, shall restore the premises to the original condition or a jointly agreed condition. If Tenant makes any alterations to the premises as provided herein, the alteration shall not be commenced until ten (10) days after Landlord has received notice from Tenant stating the date of installation of the alterations, so that Landlord can post and record an appropriate notice of non-responsibility. Tenant shall pay all costs for construction done by it, or caused to be done by it, on the premises as permitted by this Lease, and Tenant shall hold Landlord harmless and free from any lien or claim on account thereof and all other liabilities, claims or demands arising out of any work done or materials supplied to the premises at Tenant's instance, and from all actions, suits, and costs of suit by any person to enforce any such lien or claim of lien, liability or demand, together with the costs of suit and attorney's fees incurred by Landlord in connection therewith.

XII

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

XIII

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

XIV

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

XV

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

XVI

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

XVII

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

XVIII

Assignment, Subletting and Encumbering. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the premises or sublease all or any part of the premises, or allow any other person or entity to occupy or use all or any part of the premises, without first obtaining Landlord's written consent. Any assignment, encumbrance, or sublease without Landlord's written consent shall be violable and, at Landlord's election, shall constitute a default. Sub-lessee to pay rent to tenant and tenant to continue to pay full lease payment to landlord. Sub-lessee is responsible for all matters for which tenant is responsible under this lease. Tenant shall not sublet the premises if tenant is a month to month tenancy.

XIX

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

XX

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

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

XXI

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

XXII

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

XXIII

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

by Tenant, Landlord shall transfer the security deposit or prepaid rent to Landlord's successor and on such transfer, Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

XXIV

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

XXV

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

XXVI

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

XXVII

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

XXVIII

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

XXIX

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

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

LANDLORD:

Richard Weir McManus Living Trust

By: _____

Richard McManus

Its: Trustee

Date: _____

TENANT:

By: _____

Its:

Date: _____

IV. ACTION CALENDAR

- A. Phase 1 of Imperial County Integrated Waste Management Plan (ICIWMP) Update - Consultant Selection and funds request

The Management Committee will meet on December 10, 2025, and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment if any:

1. Approve the cost sharing recommendations requiring contributions by each of the cities/county to fund the Imperial County Integrated Waste Management Plan (ICIWMP) Update
2. Authorize 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. Authorize staff to make the necessary adjustments to the IVRMA budget pending agency participation and receipt of funds.



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December 5, 2025

Robert Amparano, Chair
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Phase 1 of Imperial County Integrated Waste Management Plan (ICIWMP) Update -
Consultant Selection and funds request

Dear Commission Members:

The Imperial County Integrated Waste Management Plan (ICIWMP) has not been updated in approximately 26 years and is currently out of compliance with CalRecycle requirements. The County of Imperial has historically been responsible for the update to the ICIWMP with information submittals required by each of the cities. Although an interim update was due in early May 2025, the region's submittal was marked as "pending" due to the need for a comprehensive update. CalRecycle will review the completed revised plan once all regulatory and technical elements have been fully addressed and updated. As the regional agency, IVRMA was tasked to explore the possibility of updating the plan and compliance with CalRecycle.

To initiate the update process, IVRMA issued an RFQ to secure a qualified consultant. Staff researched consultants with similar project experience totaling 8 consultants. Staff contacted the consulting firms to discuss the project. Despite the total number of available consulting firms and initial discussions with each of the firms, IVRMA secured only a single response. Firms that did not submit a response to the RFP noted prior commitments and lack of capability to complete the effort.

A sole proposal was received from MidAtlantic Solid Waste (MSW) Consultants, a firm with extensive experience in solid waste planning, SB 1383 implementation, and regional system evaluations.

This item was formally presented to the IVRMA Technical Advisory Committee (TAC) during the TAC meeting held on October 23, 2025. A comprehensive follow-up discussion was presented to TAC members on November 20, 2025, summarizing key points, next steps, and required actions.

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

The TAC discussion reviewed the following topics:

- The ICIWMP has not been updated in 26 years and remains out of compliance
- Continued delays may pose risks, including CalRecycle audit findings, penalties and fines, and disruptions to waste diversion reporting
- CalRecycle has been advised that the updated ICIWMP will be submitted once fully compliant
- IVRMA was recommended to lead the regional effort to ensure consistency and cost efficiency

TAC members were provided documentation on October 27, 2025 that included a PowerPoint summary, Phase 1 cost breakdown, the proposal, the RFQ package, and the distribution list. TAC members were instructed to review materials internally with their City Manager, Finance Department, Public Works, or other relevant staff. TAC representatives were then asked to approve advancing the recommendation to the Management Committee for consideration, after which it would be forwarded to the Board for final action.

Phase 1 is proposed at a fixed cost of \$41,600, representing approximately 223 hours of consulting work. Key deliverables include:

- Baseline system assessment
- Multi-regulatory gap analysis
- Review of emerging solid waste technologies
- Regional needs assessment
- A detailed, refined Phase 2 schedule, scope, and budget (separate fee to be considered after the completion of the Phase 1 effort).

Because the ICIWMP is over 26 years outdated, this project requires a one-time redevelopment to bring the plan into compliance. Developing a modernized ICIWMP requires technical expertise, regulatory experience, and detailed regional analysis—making a consultant the most efficient and appropriate mechanism to complete the work.

Once the ICIWMP is fully updated the following will be needed:

- Routine plan updates can be conducted internally by the County of Imperial
- Consultant support will only be required for major studies, legislative changes, or complex system redesigns
- Costs associated with this redevelopment are not expected

Phase 2 Options

At the conclusion of Phase 1, jurisdictions will receive a refined Phase 2 Scope of Work tailored to the region's needs. IVRMA will propose the following options to move forward:

- Proceed through IVRMA with the same consultant, or
- Issue a new RFP for Phase 2 services
- Do not proceed with next steps

Project Budget Phase 1

The total cost of phase 1 is **\$41,600**. In order to move forward with phase 1, each city/county will need to allocate a portion of the project cost. Staff used the 2025 Population Cost Share Model as a means of cost distribution. The proposed per agency cost is noted on the following page.

Jurisdiction	Cost Share
City of Brawley	\$6,304.56
City of Calexico	\$8,254.80
City of Calipatria	\$1,939.27
City of El Centro	\$9,140.24
City of Holtville	\$2,291.16
City of Imperial	\$5,225.91
City of Westmorland	\$1,663.99
County of Imperial	\$6,780.07
Phase 1 Total	\$41,600

Staff is requesting the Board's consideration towards approving the cost sharing recommendation to fund the ICIWMP effort. If approved, IVRMA would proceed with establishing a budget amendment to fund the effort after receipt of funds by each of the cities/county.

The TAC process confirmed jurisdictional support to advance the item, and the optional nature of Phase 2 ensures cost flexibility for all agencies. The TAC supported moving the item forward, acknowledging the importance of updating the regional plan to maintain state compliance.

Staff recommends Board approval to initiate Phase 1 and advance this important regional compliance project.

The Management Committee will meet on December 10, 2025, and it is anticipated that they will forward this item to the IVRMA Board for their review and approval after public comment if any:

1. Approve the cost sharing recommendations requiring contributions by each of the cities/county to fund the Imperial County Integrated Waste Management Plan (ICIWMP) Update
2. Authorize 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. Authorize staff to make the necessary adjustments to the IVRMA budget pending agency participation and receipt of funds.

Sincerely,



David Aguirre
Executive Director

Attachment(s)

EXHIBIT 1

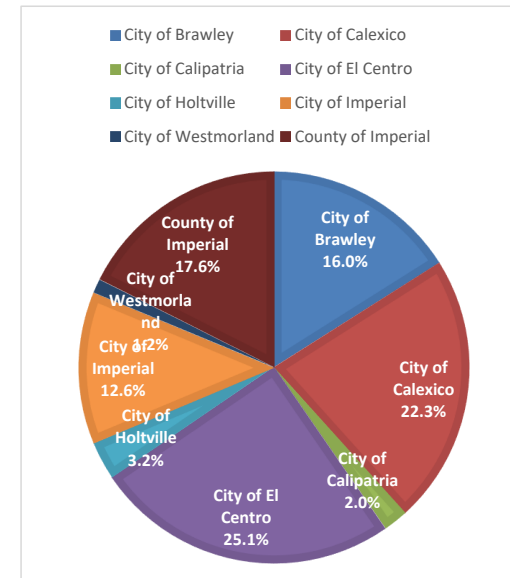
**POP 2025 Cost Sharing Agreement
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

AGENCY	25% Equal Distribution	*Population	Agency Percentage	75% Population Distribution	Regional Project Fee
City of Brawley	\$ 1,300.00	28,543	16.0%	\$ 5,004.56	\$ 6,304.56
City of Calexico	\$ 1,300.00	39,666	22.3%	\$ 6,954.80	\$ 8,254.80
City of Calipatria	\$ 1,300.00	3,646	2.0%	\$ 639.27	\$ 1,939.27
City of El Centro	\$ 1,300.00	44,716	25.1%	\$ 7,840.24	\$ 9,140.24
City of Holtville	\$ 1,300.00	5,653	3.2%	\$ 991.16	\$ 2,291.16
City of Imperial	\$ 1,300.00	22,391	12.6%	\$ 3,925.91	\$ 5,225.91
City of Westmorland	\$ 1,300.00	2,076	1.2%	\$ 363.99	\$ 1,663.99
County of Imperial	\$ 1,300.00	31,255	17.6%	\$ 5,480.07	\$ 6,780.07
Total	\$ 10,400.00	177,946	100%	\$ 31,200.00	\$ 41,600.00

Contribution Requested \$ 41,600.00

SHARE COST- ICWMP PHASE 1

	<u>TOTAL</u> <u>MEMBERSHIP</u> <u>REQUESTED</u>	
City of Brawley	\$ 6,304.56	
City of Calexico	\$ 8,254.80	
City of Calipatria	\$ 1,939.27	
City of El Centro	\$ 9,140.24	
City of Holtville	\$ 2,291.16	
City of Imperial	\$ 5,225.91	
City of Westmorland	\$ 1,663.99	
County of Imperial	\$ 6,780.07	
	<u>\$ 41,600.00</u>	



* population from Dept of Finance May 2025

<https://dof.ca.gov/Forecasting/Demographics/Estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2024/>