

RESOLUTION NO. 08- 06

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO RESCINDING RESOLUTION NO. 06-73 AND RE-ESTABLISHING THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY WITH THE COUNTY OF IMPERIAL AND IMPERIAL VALLEY CITIES WHICH SHALL BE AND CONSIDERED AS A REGIONAL AGENCY AND SHALL HAVE ALL THE POWERS, DUTIES AND RESPONSIBILITIES OF A REGIONAL AGENCY AS DEFINED IN THE PUBLIC RESOURCES CODE

WHEREAS, by Resolution No. 00-94, the City Council of El Centro (hereinafter referred to as "City"), approved and authorized the execution on a Joint Powers Agreement (hereinafter referred to as "JPA"), to create a public entity known as the Imperial Valley Waste Management Task Force (hereinafter referred to as IVWMTF), with the powers, duties and responsibilities of said IVWMTF as set forth in the referenced resolution and in the JPA; and

WHEREAS, pursuant to Resolution No. 00-94, the City, by and through the Mayor, did execute the JPA effective in October, 2000; and

WHEREAS, the parties to IVWMTF JPA, including the City, desire to enter into a new agreement and create the Imperial Valley Resource Management Agency with the City of El Centro as the management entity for a joint exercise of power for source reduction and recycling planning, administration and compliance and Imperial Valley Resource Management Agency shall be considered as and shall have the full powers, duties and responsibilities of a Regional Agency as set forth in the California Public Resources Code; and

WHEREAS, Government Code section 6500 et seq, contemplates the creation of joint powers agreements; and

WHEREAS, it is in the best interest of the City of El Centro to enter into such a joint powers agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above and foregoing recitals are true, correct and adopted.
2. That Resolution No. 06-73 is hereby conditionally rescinded. Should a court of competent jurisdiction declare this resolution to be legally invalid, or otherwise legally deficient for any reason, then the provisions of Resolution No. 06-73 as applicable to said regional agency shall not be deemed to have been repealed and shall remain in full force and effect as to said regional agency.
3. That the form and substance of the Joint Powers Agreement of the Imperial Valley Waste Management Agreement creating the Regional Agency is hereby approved, such that the Imperial Valley Resource Management Agency shall be created and considered as a Regional Agency with the powers, duties and responsibilities as set forth in the Joint Powers Agreement.
4. That the Mayor is hereby authorized for and on behalf of the City of El Centro to execute the Agreement in the form presented or in substantially the same form, if later amended.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the 6th day of Feb. , 2008.

CITY OF EL CENTRO

By Jon A. Edney  
Jon A. Edney, Mayor

ATTEST.

By L. Diane Caldwell  
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By Michael Reed

STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) ss  
CITY OF EL CENTRO )

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 08- 06 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 6th day of Feb. , 2008, by the following vote:

AYES: Silva, Solomon, Edney, Walker, Sanders  
NOES: None  
ABSENT: None  
ABSTAINED: None

By L. Diane Caldwell  
L. Diane Caldwell, City Clerk

# ***IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY***

## **Joint Powers Formation Agreement**

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# **IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

## **Joint Powers Formation Agreement**

### **SECTION 1. DEFINITIONS**

The terms defined in this Section that are capitalized in this AGREEMENT have the following meanings:

"ACT" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"AGREEMENT" means this joint exercise of powers agreement, as it may be amended from time to time.

"AGENCY" means the Imperial Valley Resource Management Agency, a joint exercise of powers authority created by the MEMBERS pursuant to this AGREEMENT.

"BOARD" means the BOARD of DIRECTORS of the AGENCY.

"DIRECTOR" means the representative appointee of a MEMBER to the BOARD.

"FISCAL YEAR" means the period commencing on each July 1 and ending on the following June 30.

"GOVERNMENT CODE" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"HOUSEHOLD HAZARDOUS WASTE ELEMENT" or "HHWE" means the element prepared pursuant to the ACT, which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households within a jurisdiction and which should be separated from the SOLID WASTE stream.

"LANDFILL" means any parcel of property duly licensed and certified as a sanitary landfill which may be owned or leased or to which the member agencies contribute, including any accessory facilities related thereto.

"MANAGER" means the person, MEMBER agency or firm hired or contracted by the BOARD as the AGENCY's administrative officer to manage the affairs of the AGENCY and to affect the policies of the BOARD.

"MEMBER" means any of the governing bodies of the signatories to this AGREEMENT

and "MEMBERS" means all of the governing bodies of the signatories to this AGREEMENT.

"NON-DISPOSAL FACILITY ELEMENT" or "NDFE" means the element that describes new facilities and the expansion of existing facilities, which will be needed to implement a jurisdiction's SRRE.

"SERVICE AREA" means those incorporated areas within the cities of Brawley, Calexico, Calipatria, El Centro, Imperial and Westmorland and those unincorporated areas within the County of Imperial.

"SOLID WASTE" refers to garbage, refuse, sludges and other discarded solid materials resulting from residential activities, and industrial and commercial operations. This term generally includes used oil. This term generally does not include solids or dissolved material in domestic sewage or other significant pollutants in water such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants. However, if any of these materials are separated from the water that carries them, then they generally are considered SOLID WASTE. For regulatory purposes, hazardous waste is a subset of SOLID WASTE.

"SOURCE REDUCTION AND RECYCLING ELEMENT" or "SRRE" means the element prepared pursuant to the ACT, which includes a program for management of SOLID WASTE generated within a jurisdiction, consistent with the California Integrated Waste Management Board's waste management hierarchy.

## **SECTION 2. FORMATION**

2.1 The MEMBERS, pursuant to the GOVERNMENT CODE, do hereby form, establish and create the Imperial Valley Resource Management Agency, it being understood that the BOARD shall be entitled to change the AGENCY's name from time to time if it so chooses. The AGENCY shall constitute a public entity separate and distinct from the MEMBERS thereof.

## **SECTION 3. PURPOSE**

3.1 General. The AGENCY is formed for the purpose of providing coordination of economical and regional source reduction recycling of SOLID WASTE to meet the diversion requirements mandated by the ACT, including the monitoring and reporting of source reduction recycling information.

3.2 Regional Agency Pursuant to Section 40970 et al. of the ACT. The AGENCY shall act as a regional agency as defined in the ACT to implement the ACT within the SERVICE AREA. The AGENCY, and not the MEMBERS, is responsible for compliance with Article I (commencing with Section 41780) of Chapter 6 of the ACT.

3.3 Common and Additional Powers. The AGENCY's purpose also includes the establishment of the AGENCY as an independent joint powers entity to enable the MEMBERS to jointly exercise the common powers of the MEMBERS set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the GOVERNMENT CODE upon all joint powers authorities.

**SECTION 4. ORGANIZATION**

4.1 Composition. The AGENCY shall be composed of the Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, Westmorland and the County of Imperial (those unincorporated areas within the County of Imperial).

4.2 Name. The official name of the AGENCY shall be the "Imperial Valley Resource Management Agency" whose address shall be 203 South Waterman Avenue, El Centro, California, 92243.

4.3 BOARD.

a. The power of the AGENCY is vested in its BOARD. The composition and voting power of the members of the BOARD shall be as follows:

	<u>DIRECTORS</u>	<u>Voting Ballots</u>	<u>Population</u>
City of Brawley	1	1	25,382
City of Calexico	1	1	37,449
City of Calipatria	1	1	3,546
City of El Centro	1	1	41,184
City of Holtville	1	1	6,169
City of Imperial	1	1	11,820
City of Westmorland	1	1	2,372
County of Imperial	<u>2</u>	<u>2</u>	<u>32,719</u>
TOTAL OF:	<b>9</b>	<b>9</b>	160,641

b. Member Agency Directors. Each MEMBER shall appoint its representative(s) to the BOARD and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed DIRECTOR. Each DIRECTOR and alternate shall be an elected or managerial officer appointed by the governing body of the MEMBER.

**Unless otherwise determined by the governing body of the Member, the representative to the Board shall be the same person(s) that represents the Member on the Regional Council of the Imperial Valley Association of Governments.**

If a DIRECTOR or alternate ceases holding any such elected or managerial position, he or she shall then cease to serve as a DIRECTOR or alternate.



The appointing MEMBER shall fill vacancies within thirty (30) days of the occurrence thereof. The AGENCY and the BOARD shall be entitled to rely on a written notice from the City Clerk (in the case of the cities) and the Clerk of the Board of Supervisors (in the case of the County) as conclusive evidence of the appointment and removal of the DIRECTORS and/or alternates representing that MEMBER. All designations must be placed on file with the Clerk of the AGENCY to be effective. All DIRECTORS serve solely at the pleasure of the appointing MEMBERS.

- 4.4 Voting. The affirmative vote of a majority of the voting power of the AGENCY as a whole (**five (5)** affirmative votes) shall be required to approve an act of the AGENCY.
- 4.5 Quorum. A majority of the DIRECTORS present (**five (5)**) shall constitute a quorum for the transaction of business of the BOARD except that if there is less than a majority of DIRECTORS present to constitute a quorum, then a quorum may consist of the MEMBERS present if the total populations of the MEMBERS present total fifty-one percent (51%) of the entire MEMBER population. If neither roll call results in a quorum then the DIRECTOR(s) who are present, or the MANAGER, must adjourn any meeting for lack of a quorum.
- 4.6 Officers, Committees, Rules. The AGENCY may designate such officers, establish such committees and adopt such rules as may be necessary or convenient to conduct its affairs.
- 4.7 Meetings. Regular meetings of the AGENCY shall be held at least four (4) times each FISCAL YEAR, at such times and places as may be established by the AGENCY by resolution. All meetings of the AGENCY, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of The Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- 4.8 Compensation. No member of the AGENCY's BOARD shall receive any compensation unless expressly provided by resolution of the AGENCY and with approval of a majority of the MEMBERS' governing bodies.
- 4.9 Bylaws. The BOARD, from time to time, may adopt bylaws for the conduct of the AGENCY's affairs, provided that they are not inconsistent with this AGREEMENT.

## **SECTION 5. PERSONNEL AND ADMINISTRATION**

- 5.1 Employees. The AGENCY may have its own employees or may contract with a MEMBER or firm for the furnishing of any necessary staff services associated with or required by the AGENCY.
- 5.2 MANAGER. Except and until the AGENCY exercises its option to obtain other

employees or contractors, the MANAGER of the AGENCY shall be the City Manager of the City of El Centro or his/her designee. The City Manager of the City of El Centro, or his/her designee, shall contract with the AGENCY for services and shall serve until such time as the AGENCY exercises its option to obtain other employees or contractors. The MANAGER shall serve as the Purchasing Agent of the AGENCY.

- 5.3 Support Services. Except and until the AGENCY exercises its option under the GOVERNMENT CODE and Section 5.1 of the AGREEMENT, the City of El Centro will provide support services to the AGENCY including all legal, financial, accounting, audits, data processing, secretarial, purchasing and personnel services. The City of El Centro's Auditor shall be the Auditor and Treasurer for the AGENCY pursuant to the GOVERNMENT CODE. The AGENCY's MEMBERS shall mutually establish the scope of support services to be provided by the City of El Centro annually. The cost for such services shall be included in the AGENCY's annual budget referred to in Section 7.1 and shall be in a not-to-exceed amount to be determined mutually by the MEMBERS.

## **SECTION 6. POWERS**

- 6.1 Approved Powers. To the full extent permitted by applicable law (including specifically the ACT and the GOVERNMENT CODE), the AGENCY is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the ACT or that each MEMBER could exercise separately including, without limitation, any and all of the following:
- a. To provide for the implementation of the requirements of the ACT for the MEMBERS, as a regional agency pursuant to the ACT, including the following:
    - i. Review local ordinances and resolutions to ensure consistency with the ACT;
    - ii. Adopt, review, revise and recommend updates, including those necessary due to any additions or changes to State or Federal law, of the SRRE, HHWE and NDFE of the AGENCY to meet the requirements of the ACT;
    - iii. Monitor and implement the AGENCY SRRE, HHWE and NDFE and make findings as to nonconformance as required by the ACT;
    - iv. Each MEMBER shall be responsible to implement the AGENCY SRRE, HHWE and NDFE as stated in the AGENCY SRRE, HHWE and NDFE which are incorporated by reference;
  - b. To assist with the development and implementation of a countywide integrated waste management plan and other documents representing the interests of all Members, and in that regard is empowered by the MEMBERS to:
    - i. Review and recommend updates to the countywide siting element

- and the countywide summary plan.
  - ii. Inform the MEMBERS of new or revised planning criteria adopted for use within each of the MEMBER's jurisdiction;
  - iii. Review the countywide hazardous waste management plan; and
  - iv. Participate with any other regional waste management efforts, such as household hazardous waste collection and agricultural chemical collection events;
- c. To sue and be sued;
- d. To employ agents, employees and to contract for professional services;
- e. To incur debts, liabilities and obligations;
- f. To reimburse the MEMBER(S) for the costs of special services provided to the AGENCY;
- g. To make and enter into contracts, including contracts with any MEMBER, and to assume existing contracts made by any MEMBER;
- h. To apply for and accept grants, advances and contributions;
- i. To make plans and conduct studies;
- j. To coordinate efforts with established local, regional and State waste management agencies;
- k. To provide annual reporting to each of the MEMBERS;
- l. To review and make recommendations on pending SOLID WASTE and household hazardous waste legislation;
- m. To represent the AGENCY in all source reduction recycling and hazardous waste issues affecting the MEMBERS;
- n. To assist with the development of local markets for recycled products and provide resources for information concerning product availability; and
- o. To conduct or contract for household hazardous waste events and activities;

6.2 Limitations. Such powers shall be exercised subject only to the limitations set forth in this AGREEMENT, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the MANAGER for the AGENCY in the exercise of similar powers.

6.3 Possible Future Responsibilities and Duties. Upon future approval and agreement

by all of the MEMBERS, the AGENCY may conduct other related waste management responsibilities and duties.

- 6.4 Individual MEMBER Services. Upon approval of the AGENCY and the governing body of a MEMBER, the AGENCY may contract to provide services individually for that MEMBER, pursuant to Section 3.1 of this AGREEMENT.

## SECTION 7. FINANCE

- 7.1 Budget. A budget for the AGENCY shall be adopted by the BOARD for the ensuing FISCAL YEAR prior to March 31 of each year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the AGENCY including, but not limited to, actions related to implementing the ACT. Approval of the budget by the BOARD shall constitute authority for the MANAGER to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand as determined by the Auditor; provided that this shall not be construed to limit the power of the BOARD to modify the budget in whatever manner it deems appropriate and instruct the MANAGER accordingly.
- 7.2 Membership. Membership in the AGENCY is contingent upon timely payment of membership fees and other fees, as determined by the AGENCY. If a MEMBER hereto fails to pay its fees, as determined by the AGENCY, said MEMBER shall be deemed to have withdrawn from the AGENCY.
- a. Membership Fees. Twenty-five percent (25%) of the annual project cost will be distributed in **eight (8)** equal parts. Seventy-five percent (75%) of the annual project cost will be distributed based upon the MEMBERS' percentage of population to the total population within the County of Imperial. Total population will include the population of the **seven (7)** cities and the unincorporated area of the County of Imperial. The population figures to be utilized will be those as determined by the State Department of Finance in May of each FISCAL YEAR.
- 7.3 Membership Penalties and Delinquency. A ten percent (10%) penalty shall be assessed to a MEMBER for failure to pay membership fee within ninety (90) days of receiving invoice from the AGENCY. A MEMBER shall be deemed delinquent for failure to pay membership fees within six (6) months of receiving invoice from the AGENCY and shall be withdrawn from AGENCY at that time.
- 7.4 Competitive Purchases. The BOARD shall establish procedures and policies to ensure competitive prices for the purchase of goods and services to the extent necessary. Formal bidding shall not be necessary except to the extent required by law for general law counties.

- 7.5 Accountability. The AGENCY shall be strictly accountable to all MEMBERS for all receipts and disbursements. The AGENCY may not obligate itself beyond the monies due to it under this AGREEMENT plus any monies on hand or irrevocably pledged to its support from other sources.
- 7.6 Debts, Liabilities and Obligations. The debts, liabilities and obligations of the AGENCY shall be solely the obligation of the AGENCY and not the debts, liabilities and obligations of the MEMBERS or its officers or employees except as required by the GOVERNMENT CODE.
- 7.7 Audit. The AGENCY shall cause an annual audit to be prepared and filed to the extent required by the GOVERNMENT CODE.
- 7.8 Regional Agency Planning Civil Penalties. Any civil penalties that are imposed pursuant to the ACT will be apportioned by the AGENCY. The AGENCY shall review the civil penalty and determine one of the following concerning the payment of the penalty:
- a. That the AGENCY shall pay the entirety of the penalty; or
  - b. That an individual MEMBER is responsible for the assessment of the civil penalty and that the penalty shall be therefore imposed upon that MEMBER for payment of the penalty; or
  - c. That multiple MEMBERS, but not all MEMBERS, are responsible for the assessment of the civil penalty and that the penalty shall be therefore allocated equally and imposed upon those responsible MEMBERS.

Before assessing the MEMBER or MEMBERS with any civil penalty as provided in this Section 7.8, the AGENCY shall provide the MEMBER or MEMBERS determined to be responsible for the assessment with at least fifteen (15) days written notice regarding the MEMBER's or MEMBERS' responsibility, which notice shall include the basis for determining the MEMBER's or MEMBERS' proportional responsibility and the opportunity for a hearing before the BOARD. Such notice shall be made to the MEMBER or MEMBERS and deemed complete as provided in Section 9.7 of this AGREEMENT.

## **SECTION 8. WITHDRAWAL AND/OR TERMINATION**

- 8.1 Withdrawal. A MEMBER may not withdraw from the AGENCY unless it has entered into an agreement with the AGENCY, at least ninety (90) days prior to the end of the fiscal year permitting a MEMBER to withdraw and specifying the terms and impact of its withdrawal, which approval shall not be unreasonably withheld. No withdrawal shall be effective unless and until the AGENCY and the MEMBER comply with any then-applicable requirements of law relating to changes in the composition of entities such as the AGENCY.

- a. A MEMBER which has withdrawn from the AGENCY shall not be liable for the payment of further membership fees falling due beyond the date of withdrawal and shall have no right to reimbursement on any monies including membership fees and grant funding previously paid to the AGENCY on their behalf. The AGENCY may authorize a reimbursement if in its judgement such reimbursement is fair and equitable and can be done without jeopardy to the operation of the AGENCY.
- 8.2 Continuance of AGENCY Upon a Withdrawal. Upon withdrawal of any MEMBER, the remaining MEMBERS shall determine, by majority vote, whether the AGENCY shall continue in existence or be terminated.
- 8.3 Member Re-Admission Into AGENCY. A MEMBER which has withdrawn from the AGENCY may request re-admission into the AGENCY. The MEMBER shall be liable for all applicable membership fees and other fees as determined by the AGENCY. Re-admission into the AGENCY is contingent upon affirmative vote of a majority of the voting power of the AGENCY as a whole (four (4) affirmative votes).
- 8.4 Physical Asset Distribution Upon Termination. In the event that the AGENCY is terminated, any physical assets remaining shall be sold and, after all liabilities, encumbrances and liens have been paid, the proceeds of the sale shall be allocated proportionately to the MEMBERS based on their percentage of population to the total population within the County of Imperial. The population figures to be utilized will be those as determined by the State Department of Finance in May of each fiscal year.
- 8.5 Funds of the AGENCY. All revenues shall become funds of the AGENCY. No revenues shall be returned to a withdrawing MEMBER unless the AGENCY as a whole dissolves, in which case, any remaining funds shall be distributed according to Section 8.6.
- 8.6 Assets. Subject to the then-applicable requirements of the ACT and/or the GOVERNMENT CODE, upon termination of the AGENCY, the assets of the AGENCY remaining after payment of or adequate provision for all debts, liabilities and obligations of the AGENCY shall be divided among the MEMBERS in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of SOLID WASTE each MEMBER generated. Any assets that are not conveniently divisible shall be sold at a duly-noticed public auction, in which case the net proceeds from the sale shall be divided among the MEMBERS in accordance with that agreement or, in the absence of such an agreement, those same proportions. In-kind contributions shall be returned to the donating MEMBER.
- 8.7 Effective Date of Termination. No termination shall be effective unless and until the

AGENCY and MEMBERS comply with any then-applicable requirements of the GOVERNMENT CODE and/or the ACT relating to changes in the composition of entities such as the AGENCY.

- 8.8 Regional Agency Compliance Upon Termination Upon termination, each MEMBER shall be responsible for complying with the requirements of the ACT within their respective jurisdictional boundaries in accordance with the programs set out in the AGENCY SRRE, HHWE and NDFE.

## **SECTION 9. MISCELLANEOUS**

- 9.1 Amendments. Amendments to this AGREEMENT shall be made only with the consent of two-thirds (2/3) existing MEMBERS at the time of the amendment without regard to voting power; any such consent shall be in the form of duly authorized resolutions of the MEMBERS' respective governing bodies. Notwithstanding the foregoing, no amendment shall require any MEMBER to contribute any funds to the AGENCY or become directly or contingently liable for any debts, liabilities or obligations of the AGENCY without the consent of that MEMBER evidenced in a written instrument signed by a duly authorized representative of that MEMBER.
- 9.2 Term and Continuance. The AGENCY became effective **(month/day), 2005** and this AGREEMENT shall continue until rescinded, renegotiated according to Section 9.1, or terminated.
- 9.3 Severability. Should any part, term or provision of this AGREEMENT be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall be not be affected.
- 9.4 No Conflicts. Unless otherwise required by law, during the term of this AGREEMENT, no MEMBER shall exercise any power or undertake any act that conflicts with or is inconsistent with the powers or objectives of the AGENCY.
- 9.5 Effective Dates. The term of any amendment to this AGREEMENT becomes effective as of the date that the BOARD, by resolution, adopts the amendment.
- 9.6 Filings. The MANAGER shall file all required notices with the Secretary of State in accordance with the GOVERNMENT CODE and any other applicable State and Federal laws, as such may be amended from time to time.
- 9.7 Notices. All notices which any MEMBER or the AGENCY may wish to give in connection with this AGREEMENT shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the MEMBER or AGENCY, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed

to the MEMBER or AGENCY at its principal office, or to such other address as the AGENCY or MEMBER may designate from time to time by written notice given to the other MEMBERS in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the BOARD) or three (3) days after mailing if deposited in the United States mail.

Until changed by written notice to the AGENCY and the MEMBERS, notice shall be delivered as follows:

- COUNTY OF IMPERIAL:** Clerk of the Board of Supervisors  
940 Main Street,  
El Centro, CA 92243
- CITY OF BRAWLEY:** Clerk of the Brawley City Council  
400 Main Street  
Brawley, CA 92227
- CITY OF CALEXICO:** Clerk of the Calexico City Council  
608 Heber Avenue  
Calexico, CA 92231
- CITY OF CALIPATRIA:** Clerk of the Calipatria City Council  
125 North Park Avenue  
Calipatria, CA 92233
- CITY OF EL CENTRO:** Clerk of the El Centro City Council  
1275 Main Street  
El Centro, CA 92243
- CITY OF HOLTVILLE:** Clerk of the Holtville City Council  
121 West 5<sup>th</sup> Street  
Holtville, CA 92250
- CITY OF IMPERIAL:** Clerk of the Imperial City Council  
420 South Imperial Avenue  
Imperial, CA 92251
- CITY OF WESTMORLAND:** Clerk of the Westmorland City Council  
355 South Center Street  
Westmorland, CA 92281
- AGENCY:** Imperial Valley Resource Management  
Agency  
Executive Director  
1275 Main Street



- 9.8 Successors and Assigns. This AGREEMENT shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the MEMBERS. However, no MEMBER shall assign any of its rights under this AGREEMENT except to a duly-formed public entity organized and existing under the laws of the State of California and then only when approved in accordance with this AGREEMENT. No assignment shall be effective unless and until the AGENCY, the MEMBERS and the proposed assignee comply with all then-applicable requirements of the GOVERNMENT CODE and the ACT relating to changes in the composition of entities such as the AGENCY.
- 9.9 Section Headings. All section headings contained in this AGREEMENT are for convenience and reference. They are not intended to define or limit the scope of any provision of this AGREEMENT.
- 9.10 Dispute Resolution. All disputes that arise in connection with the interpretation or performance of this AGREEMENT shall be resolved in a court of law. Any action brought by any MEMBER with respect to this AGREEMENT shall be brought in a court of competent jurisdiction within Imperial County.
- 9.11 Law to Govern. It is understood and agreed by the MEMBERS that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this AGREEMENT and shall govern the interpretation of this AGREEMENT.
- 9.12 Entirety. The MEMBERS agree that this AGREEMENT represents the full and entire agreement between the MEMBERS hereto with respect to matters covered herein. This AGREEMENT supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the MEMBERS hereto with respect to such subject matter.
- 9.13 Waiver. A waiver of any breach of any provision of this AGREEMENT shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- 9.14 Indemnification. Each AGENCY indemnifies and holds the others harmless in proportion to their comparative fault as established under California law.
- 9.15 Counterparts. This AGREEMENT may be executed in counterparts, providing that each MEMBER receives an AGREEMENT originally executed by each other MEMBER.
- 9.16 Execution. Each MEMBER shall execute and return two copies of this AGREEMENT to the MANAGER within sixty (60) days of the date first

hereinabove written. No MEMBER shall be bound by this AGREEMENT unless and until all MEMBERS comply with this provision. In the event that less than all MEMBERS execute and return two copies of this AGREEMENT within the time required herein, the MANAGER shall poll all complying MEMBERS to determine they agree to assume the proportionate share of the non-complying MEMBER's share of the costs apportioned to such non-complying MEMBER. Failure of each complying MEMBER to agree to assume its proportionate share of the non-complying MEMBER's share of costs within fifteen (15) days of being polled shall void all signatures and this AGREEMENT shall be of no force and effect.

*SIGNATURE PAGE FOR THE*  
**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

ATTEST:

COUNTY OF IMPERIAL



\_\_\_\_\_  
SYLVIA BERMUDEZ, Clerk of  
the Board of the County of Imperial,  
State of California



\_\_\_\_\_  
LARRY L. GROGAN, Chairman  
Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BRAWLEY

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALEXICO

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALIPATRIA

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE PAGE FOR THE


IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

COUNTY OF IMPERIAL

ATTEST:



LARRY L. GROGAN, Chairman  
Board of Supervisors



CLERK of the Board of the County of Imperial,  
State of California

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BRANWELLY

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

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALIXICO

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

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALBATRIA

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

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*SIGNATURE PAGE FOR THE*  
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

CITY OF EL CENTRO

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF HOLTVILLE

ATTEST: \_\_\_\_\_

By: Laura Joch

DATE: \_\_\_\_\_

DATE: 2-4-08



ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF WESTMORLAND

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

***SIGNATURE PAGE FOR THE***  
**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

CITY OF EL CENTRO

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF HOLTVILLE

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF IMPERIAL

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF WESTMORLAND

ATTEST: 

By: 

DATE: 1-30-08

DATE: 1/30/08

***SIGNATURE PAGE FOR THE***  
**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

CITY OF EL CENTRO

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF HOLTVILLE

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF IMPERIAL

ATTEST: 

By: 

DATE: 1-29-08

DATE: 1-29-08

CITY OF WESTMORLAND

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*SIGNATURE PAGE FOR THE*

**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

ATTEST:

COUNTY OF IMPERIAL

\_\_\_\_\_  
SYLVIA BERMUDEZ, Clerk of  
the Board of the County of Imperial,  
State of California


\_\_\_\_\_  
LARRY L. GROGAN, Chairman  
Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BRAWLEY

ATTEST: 

By: 

DATE: 2/5/08

DATE: Feb 5, 2008

CITY OF CALEXICO

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALIPATRIA

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**SIGNATURE PAGE FOR THE**

**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

ATTEST:

COUNTY OF IMPERIAL

\_\_\_\_\_  
SYLVIA BERMUDEZ, Clerk of  
the Board of the County of Imperial,  
State of California

\_\_\_\_\_  
LARRY L. GROGAN, Chairman  
Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BRAWLEY

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALEXICO

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALIPATRIA

ATTEST: Jesse Sanchez

By: Sea Ann O'Malley

DATE: 2.06.08

DATE: February 05, 2008

*SIGNATURE PAGE FOR THE*

**IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY**

ATTEST:

COUNTY OF IMPERIAL

\_\_\_\_\_  
SYLVIA BERMUDEZ, Clerk of  
the Board of the County of Imperial,  
State of California

\_\_\_\_\_  
LARRY L. GROGAN, Chairman  
Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BRAWLEY

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF CALEXICO

ATTEST: *Juanes Lozada*

By: *Ralph Vee*

DATE: *01-03-08*

DATE: *1-3-08*

CITY OF CALIPATRIA

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*SIGNATURE PAGE FOR THE*

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

CITY OF EL CENTRO

ATTEST: *Marianne Caldwell*  
*City Clerk*  
DATE: *2/6/08*

By: *Jim A. Edmister*  
DATE: *02-06-08*

CITY OF HOLTVILLE

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF IMPERIAL

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF WESTMORLAND

ATTEST: \_\_\_\_\_

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_