

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

REGULAR BOARD MEETING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
VICTORVILLE CITY HALL, CONFERENCE ROOM D
14343 CIVIC DRIVE, VICTORVILLE CA 92392
Thursday, July 21, 2022
Closed Session 7:30 a.m. Open Session 8:00 a.m.

VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.

Call to Order

Higgins

Roll Call

Casteel

Public Comments- Closed Session Agenda Items

Higgins

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted. Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; or (c) employment actions, or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information. Closed Session is scheduled to commence at 7:30 a.m.. If the matters discussed in closed session require additional time beyond 8:00 a.m., in deference to the public, the Board may continue the Closed Session discussion after Open Session is concluded. In that case, Closed Session will resume after the Commissioners Comments section and any reportable action will be reported after the continued Closed Session has concluded and before adjournment.

Closed Session

Item 1. (Gov. Code Sections 54957(b)(1))- Conference with Legal Counsel
Position: Director of Administration

Item 2. (Gov. Code Sec. 54957.6/ 54954.5 (f)) Conference with Legal
Counsel-Labor Negotiation

- The City Employees Association
- Supervisors Association

Report from Closed Session

Legal

Public Comment (Government Code Section 54954.3)

Higgins

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker's card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Possible Conflicts of Interest

Higgins

Consent Calendar

Higgins

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Commissioner, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

Item 3. Receive, Approve and File Minutes

- Regular Board Meeting 06/23/22

Item 4. Receive, Approve and File June 2022 Disbursement

- Warrant Summary Disbursements

Poulsen

Board Action Required

Staff Recommendation: Approve as presented

Action Items

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

Item 5. Recommendation to Approve Employment Contract

It is recommended that the Board of Commissioners approve the Employment Contract for the Director of Administration

Poulsen

Board Action Required

Staff Recommendation: Approve as Presented

Item 6. Recommendation to Approve Amended VVWRA Employees Association MOU

It is recommended that the Board of Commissioners approve VVWRA Employees Association MOU, VVWRA Supervisors Association MOU, and corresponding wage and benefit adjustments for certain nonrepresented employees.

Coromina

Board Action Required

Staff Recommendation: Approve as Presented

<p><u>Item 7.</u> Recommendation to Approve an Amended Cooperative Agreement with the City of Victorville for Increased Dewatering Costs Necessary to Install the New Pipeline and Approve a Budget Amendment to Increase the Project Budget to an Amount Not to Exceed \$893,895.73 to Be Taken From Unrestricted Connection Fee Reserves to Reimburse the City For the Installation of the Pipe Within the Victorville Wellness Center Property</p> <p>It is recommended that the Board of Commissioners approve the General Manager to execute the amended cooperative agreement (Exhibit 1) with the City of Victorville:</p> <ul style="list-style-type: none"> • To allow for the increased dewatering cost necessary for the pipeline to be installed due to high groundwater levels. • To amend the project budget to an amount not to exceed \$893,895.73 of unrestricted connection fee reserves <p style="text-align: center;">All upon approval of the agreement by the VVWRA Attorneys.</p>	Poulsen
<p><u>Board Action Required</u></p> <p>Staff Recommendation: Approve as Presented</p>	
<p><u>Item 8.</u> Recommendation to Amend the 2022 Board Schedule</p> <p>It is recommended that the Board of Commissioners approve the amended 2022 Board Meeting Schedule.</p>	Casteel
<p><u>Board Action Required</u></p> <p>Staff Recommendation: Approve as Presented</p>	

Staff Reports

<p>Reports are submitted as presented by Staff on a Quarterly Basis.</p>	
Report Range	Board Meeting Date (Thursday)
<p>1st Quarter January 2022-March 2022</p>	<p>May 19, 2022</p>
<p>2nd Quarter April 2022-June 2022</p>	<p>September 15, 2022</p>
<p>3rd Quarter July 2022- September 2022</p>	<p>November 17, 2022</p>
<p>4th Quarter October 2022- December 2022</p>	<p>February Board 2023</p>

Adjournment

Higgins

The board will adjourn to a regular board meeting

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

Agenda posting

Government Code Section 54954.2

This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

Agenda items received after posting

Government Code Section 54957.5

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at www.vvwra.com.

Items Not Posted

Government Code Section 54954.2(b)

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

Items Continued

Government Section 54954.2(b)(3)

Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting

Meeting Adjournment

This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice

VVWRA's Board Meeting packets and agendas are available for review on its website at www.vvwra.com. The website is updated on Friday preceding any regularly scheduled board meeting.

**MINUTES OF A REGULAR MEETING
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA)
June 23, 2022**

CALL TO ORDER: Chair Dakota Higgins called the meeting to order at 7:31 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

**CITY OF HESPERIA
ORO GRANDE (CSA 42) AND
SPRING VALLEY LAKE (CSA 64)
TOWN OF APPLE VALLEY
CITY OF VICTORVILLE**

**ABSENT
Dakota Higgins, Chair

Scott Nassif, Secretary
Debra Jones, Treasurer**

VWRA Staff and Legal Counsel:

**Darron Poulsen, General Manager
Kristi Casteel, Executive Assistant
Piero Dallarda, Legal Counsel (BB&K)**

**Chieko Keagy, Controller
Robert Coromina, Director of Administration**

Guest Present:

**Brain Gengler, City of Victorville
Doug Robertson, Town of Apple Valley**

**Keith Metzler, City of Victorville
Janele Davidson, City of Victorville**

CLOSED SESSION

PUBLIC COMMENTS- CLOSED SESSION AGENDA

Chair Higgins asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Higgins called for a motion to enter into Closed Session.

**Moved: Commissioner Jones Second: Commissioner Nassif
Motion to enter into Closed Session

Motion passed by a 4-0 roll call vote**

REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

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Chair Higgins called the meeting to order at 8:41 AM.

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENTS- REGULAR SESSION AGENDA

None

POSSIBLE CONFLICT OF INTEREST

Commissioner Nassif will be abstaining from any disbursements to Napa Auto Parts on item 5

CONSENT CALENDAR:

4. **Receive, Approve and File Minutes, May 19, 2022**
5. **Receive, Approve and File May 2022 Disbursement**

Moved: Commissioner Nassif

Second: Commissioner Jones

Approval of the Consent Calendar Items 4 and 5 with Commissioner Nassif abstaining from any disbursements to Napa Auto Parts on item 5.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

PUBLIC HEARING:

6. **Adoption of FY 2022-2023 Budget**

Chair Higgins opened the Public Hearing at 8:42 am.

The Secretary of the Board confirmed the posting and publication of the Public Hearing Notice as required by law.

Chair Higgins asked if there were any comments from the public. There were no public comments.

Chair Higgins closed the public hearing at 8:44 am.

ACTION ITEM:

7. Recommendation to Adopt Resolution 2022-06 Adoption of the FY 2022-2023 Budget

The Board will consider approval of Resolution 2022-06 Adoption of the Proposed Budget as presented for the year ending June 30, 2023.

Moved: Commissioner Jones

Second: Commissioner Nassif

Approval of Resolution 2022-06 Adoption of the Proposed Budget as presented for the year ending June 30, 2023.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

8. Recommendation to Approve VVWRA Employees Association MOU

The Board will consider approval of the VVWRA Employees Association MOU, VVWRA Supervisors Association MOU, and corresponding wage and benefit adjustments for certain non-represented employees.

Moved: Commissioner Nassif

Second: Commissioner Higgins

Approval of the VVWRA Employees Association MOU, VVWRA Supervisors Association MOU, and corresponding wage and benefit adjustments for certain non-represented employees.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

9. Recommendation to Adopt Resolution 2022-07 FY 2022-2023 Holiday Schedule

VVWRA Regular Meeting Minutes
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The Board will consider approval and adoption of Resolution No. 2022-07 to establish the paid holidays for VVWRA employees during fiscal year 2022-2023 which is consistent with the MOU with the Employees Association adopted on December 8, 2016.

Moved: Commissioner Nassif

Second: Commissioner Higgins

Approval and adoption of Resolution No. 2022-07 to establish the paid holidays for VVWRA employees during fiscal year 2022-2023 which is consistent with the MOU with the Employees Association adopted on December 8, 2016.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

10. Recommendation to Adopt Resolution 2022-08 Appreciation of Dedicated Service for Robert Townsend

The Board will consider adoption of Resolution 2022-08 Appreciation of Dedicated Service for Robert Townsend

Moved: Commissioner Jones

Second: Commissioner Higgins

Approval and adoption of Resolution 2022-08 Appreciation of Dedicated Service for Robert Townsend

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

11. Recommendation to Cancel the June 30th Board Meeting.

The Board will consider cancelling the regularly scheduled June 30, 2022 Meeting if the Board adopts the FY 2022-23 Budget.

Moved: Commissioner Jones Second: Commissioner Higgins

Approval to cancel the regularly scheduled June 30, 2022 Meeting if the Board adopts the FY 2022-23 Budget.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

12. Election of Officers

The Board will consider approval of the rotation of officers for the FY 2022-2023, effective July 1, 2022.

Moved: Commissioner Higgins Second: Commissioner Nassif

Approval of the rotation of officers for the FY 2022-2023, effective July 1, 2022.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote, with Commissioner Holland Absent

CLOSED SESSION (If Closed Session is continued)

ADJOURNMENT

The board will adjourn to a regular board meeting on July 21, 2022, at 7:30 a.m.

APPROVAL:

DATE: _____ **BY:**

 Approved by VVWRA Board Debra Jones,
 Secretary VVWRA Board of Commissioners



Victor Valley Wastewater Reclamation Authority

A Joint Powers Authority and Public Agency of the State of California

Administrative Offices

20111 Shay Road, Victorville, CA 92394

Telephone: (760) 246-8638

Fax: (760) 948-9897

e-mail: mail@vwwra.com

DATE: July 16, 2022

TO: Darron Poulsen
General Manager

FROM: Chieko Keagy
Controller

SUBJECT: Cash Disbursements Register

RECOMMENDED ACTION

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

BACKGROUND

The Cash Disbursements Register totals represented below are for the month of JUNE 2022, check numbers 124643-124691 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$112,949.43</i>	<i>\$2,321,941.53</i>	<i>\$356,529.27</i>	<i>\$2,791,420.23</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 6/1/22 through 6/30/22

Vendor Name	Payment #	Date	Total
Atmospheric Analysis And Consulting	124643	06/03/22	\$ 1,050.00
City Of Victorville / Sanitation	124644	06/03/22	\$ 4,530.49
Connectwise, Llc	124645	06/03/22	\$ 2,571.10
Guardian	124646	06/03/22	\$ 869.64
Hesperia Water District	124647	06/03/22	\$ 750.10
Hi-Desert Communications	124648	06/03/22	\$ 150.00
Konica Minolta Business Solutions	124649	06/03/22	\$ 302.01
Mcr Technologies	124650	06/03/22	\$ 499.16
Orkin	124651	06/03/22	\$ 626.00
Prudential Overall Supply	124652	06/03/22	\$ 767.05
Quill Corporation	124653	06/03/22	\$ 770.44
Analytical Technology, Inc	124654	06/08/22	\$ 1,201.41
Answering 365	124655	06/08/22	\$ 173.00
Cintas Corporation	124656	06/08/22	\$ 3,998.95
Hesperia Hose Supply	124657	06/08/22	\$ 3,489.68
Industrial Hearing & Pulmonary Mgmt	124658	06/08/22	\$ 3,755.00
Orkin	124659	06/08/22	\$ 619.00
Ponton Industries, Inc.	124660	06/08/22	\$ 6,444.63
Prudential Overall Supply	124661	06/08/22	\$ 767.05
Shredyourdocs.Com	124662	06/08/22	\$ 114.00
Verizon Wireless	124663	06/08/22	\$ 2,429.20
Aqua-Aerobic Systems, Inc	124664	06/16/22	\$ 9,984.58
Cem Corporation	124665	06/16/22	\$ 277.95
Doane And Hartwig Water Systems, Inc	124666	06/16/22	\$ 932.22
Heritage Environmental Services, L.L.C.	124667	06/16/22	\$ 960.20
Liberty Utilities	124668	06/16/22	\$ 100.69
Prudential Overall Supply	124669	06/16/22	\$ 767.05
Royal Industrial Solutions	124670	06/16/22	\$ 1,192.40
Sensaphone	124671	06/16/22	\$ 419.40
Titus Industrial Group, Inc	124672	06/16/22	\$ 23,586.18
Isai'S Tacos	124673	06/20/22	\$ 710.00
Kona Ice	124674	06/20/22	\$ 300.00
Cem Corporation	124675	06/22/22	\$ 2,800.00
Hi Desert Fire Protection Inc	124676	06/22/22	\$ 2,542.56
High Desert Lock & Safe	124677	06/22/22	\$ 483.37
Mike Dyell Machine Shop, Inc.	124678	06/22/22	\$ 150.00
Prudential Overall Supply	124679	06/22/22	\$ 767.05
Rotork Controls Inc.	124680	06/22/22	\$ 5,260.25
Royal Industrial Solutions	124681	06/22/22	\$ 3,375.03
United Rentals Northwest, Inc	124682	06/22/22	\$ 1,325.36
Aquatic Bioassay / Consult Inc.	124683	06/29/22	\$ 245.00
Guardian	124684	06/29/22	\$ 869.64
Jones, Debra	124685	06/29/22	\$ 100.00
Konica Minolta Business Solutions	124686	06/29/22	\$ 311.83

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 6/1/22 through 6/30/22

Vendor Name	Payment #	Date	Total
Nassif, Scott	124687	06/29/22	\$ 100.00
Orkin	124688	06/29/22	\$ 452.00
Rain For Rent	124689	06/29/22	\$ 15,451.28
United Rentals Northwest, Inc	124690	06/29/22	\$ 983.00
Verizon Wireless	124691	06/29/22	\$ 2,624.48
Total Checks			\$ 112,949.43

Flyers Energy, Llc	DFT03099	06/03/22	\$ 3,126.78
Konica Minolta Business Solutions	DFT03100	06/03/22	\$ 391.50
Lincoln Financial Group	DFT03101	06/03/22	\$ 5,141.76
Lincoln Financial Group	DFT03102	06/03/22	\$ 80.11
Principal Life Ins. Co.	DFT03103	06/03/22	\$ 2,983.05
Sparkletts Drinking Water	DFT03104	06/03/22	\$ 1,280.99
Ups	DFT03105	06/03/22	\$ 98.31
Quadient Leasing Usa, Inc	DFT03127	06/09/22	\$ 293.98
Southern California Edison	DFT03128	06/09/22	\$ 64,835.81
Southern California Edison	DFT03129	06/09/22	\$ 866.42
Southwest Gas Company	DFT03130	06/09/22	\$ 433.59
Southwest Gas Company	DFT03131	06/09/22	\$ 27,223.88
Town Of Apple Valley	DFT03132	06/09/22	\$ 181.09
Southern California Edison	DFT03134	06/16/22	\$ 17,730.96
Southern California Edison	DFT03135	06/16/22	\$ 1,404.10
Southwest Gas Company	DFT03136	06/16/22	\$ 30.42
Southwest Gas Company	DFT03137	06/16/22	\$ 53.49
Southwest Gas Company	DFT03138	06/16/22	\$ 56.15
Flyers Energy, Llc	DFT03159	06/23/22	\$ 3,689.47
Southern California Edison	DFT03160	06/23/22	\$ 14,941.80
Sparkletts Drinking Water	DFT03161	06/23/22	\$ 1,315.13
Spectrum (Prev. Charter Communications)	DFT03162	06/30/22	\$ 5,151.39
Ups	DFT03163	06/23/22	\$ 336.38
State Water Resources Control Board	DFT03196	06/30/22	\$ 271,632.70
State Water Resources Control Board	DFT03197	06/30/22	\$ 1,027,609.73
Southwest Gas Company	DFT03198	06/30/22	\$ 16,145.88
Adt Commercial	060720221	06/07/22	\$ 523.00
Grainger	0607202210	06/07/22	\$ 1,081.45
Hach Company	0607202211	06/07/22	\$ 266.01
Ingersoll Rand	0607202212	06/07/22	\$ 824.00
Innerline Engineering	0607202213	06/07/22	\$ 26,977.50
Mcgrath Rentcorp	0607202214	06/07/22	\$ 5,525.47
Michael'S Auto Detail	0607202215	06/07/22	\$ 510.00
Netgain Networks, Inc	0607202216	06/07/22	\$ 107,720.06
Southland Water Technologies, Llc.	0607202217	06/07/22	\$ 832.82
Veteran Janitorial, Llc	0607202218	06/07/22	\$ 2,630.00
Wageworks, Inc	0607202219	06/07/22	\$ 118.25

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 6/1/22 through 6/30/22

Vendor Name	Payment #	Date	Total
Applied Maintenance Supplies & Solution	060720222	06/07/22	\$ 2,131.93
Babcock Laboratories, Inc.	060720223	06/07/22	\$ 23,966.31
Biogas Engineering	060720224	06/07/22	\$ 7,535.00
Brenntag Pacific, Inc	060720225	06/07/22	\$ 2,844.80
Build Momentum DbA Momentum	060720226	06/07/22	\$ 12,000.00
Davis Electric, Inc	060720227	06/07/22	\$ 43,200.00
Dudek	060720228	06/07/22	\$ 46,060.25
Fluence Corporation	060720229	06/07/22	\$ 6,426.38
A.D.S. Corp.	060920221	06/09/22	\$ 7,150.00
Dxp Enterprises	0609202210	06/09/22	\$ 5,116.45
G.A. Osborne Pipe & Supply	0609202211	06/09/22	\$ 19,129.13
Global Equipment Company, Inc.	0609202212	06/09/22	\$ 923.18
Grainger	0609202213	06/09/22	\$ 7,218.29
Hach Company	0609202214	06/09/22	\$ 449.81
High Desert Affordable Landscaping	0609202215	06/09/22	\$ 4,459.76
Innerline Engineering	0609202216	06/09/22	\$ 19,507.50
Institute For Environmental Health Inc	0609202217	06/09/22	\$ 4,190.00
John Robinson Consulting, Inc	0609202218	06/09/22	\$ 1,500.00
Labor Finders	0609202219	06/09/22	\$ 4,612.66
Adt Commercial	060920222	06/09/22	\$ 1,013.21
Siemens Industry Inc.	0609202220	06/09/22	\$ 4,280.40
Steen Design Studio Inc	0609202221	06/09/22	\$ 45,000.00
T-Mobile	0609202222	06/09/22	\$ 196.56
Westover, Kalin	0609202223	06/09/22	\$ 768.00
Xylem Water Solutions	0609202223	06/09/22	\$ 11,784.83
Applied Maintenance Supplies & Solution	060920223	06/09/22	\$ 959.80
Beck Oil, Inc.	060920224	06/09/22	\$ 34.80
Best, Best & Krieger, L.L.P.	060920225	06/09/22	\$ 41,579.00
Brenntag Pacific, Inc	060920226	06/09/22	\$ 2,817.36
Bsk Associates	060920227	06/09/22	\$ 1,360.00
Cdw Government, Inc	060920228	06/09/22	\$ 1,371.32
Culligan Water Conditioning	060920229	06/09/22	\$ 555.70
Simmons, Joann, Lmft	061520221	06/15/22	\$ 2,000.00
Adt Commercial	061720221	06/17/22	\$ 78.40
Fha Services, Inc.	0617202210	06/17/22	\$ 178.00
Global Equipment Company, Inc.	0617202211	06/17/22	\$ 1,051.44
Grainger	0617202212	06/17/22	\$ 9,010.18
Haaker Equipment Company	0617202213	06/17/22	\$ 14,856.88
Hach Company	0617202214	06/17/22	\$ 425.38
Laari, Latif	0617202215	06/17/22	\$ 1,646.12
Mcmaster-Carr Supply Co.	0617202216	06/17/22	\$ 279.57
Netgain Networks, Inc	0617202217	06/17/22	\$ 389.56
Polydyne Inc.	0617202218	06/17/22	\$ 6,230.07
Prestige Golf Cars (A.K.A. Ipc Industries, Inc.)	0617202219	06/17/22	\$ 237.36

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 6/1/22 through 6/30/22

Vendor Name	Payment #	Date	Total
American Express	061720222	06/17/22	\$ 5,948.91
Quinn Company	0617202220	06/17/22	\$ 32.00
Siemens Industry Inc.	0617202221	06/17/22	\$ 7,906.13
Tesco Controls Inc	0617202222	06/17/22	\$ 16,000.00
U.S.A. Bluebook	0617202223	06/17/22	\$ 2,098.11
Applied Maintenance Supplies & Solution	061720223	06/17/22	\$ 61.16
Beck Oil, Inc.	061720224	06/17/22	\$ 3,630.05
Biogas Power Systems- Mojave, Llc	061720225	06/17/22	\$ 64,119.27
California School Veba	061720226	06/17/22	\$ 728.19
Dudek	061720227	06/17/22	\$ 41,364.50
Dxp Enterprises	061720228	06/17/22	\$ 1,074.06
Fastenal	061720229	06/17/22	\$ 157.74
Anthony, Donna	062320221	06/23/22	\$ 422.00
Main, Randy	0623202210	06/23/22	\$ 422.00
Mcgee, Mark	0623202211	06/23/22	\$ 422.00
Montgomery, Lillie	0623202212	06/23/22	\$ 145.65
Nalian, L. Christina	0623202213	06/23/22	\$ 145.65
Nave, Patrick	0623202214	06/23/22	\$ 422.00
Applied Maintenance Supplies & Solution	0623202215	06/23/22	\$ 50.93
Blackline Safety Corp	0623202216	06/23/22	\$ 210.00
Build Momentum DbA Momentum	0623202217	06/23/22	\$ 12,000.00
Cdw Government, Inc	0623202218	06/23/22	\$ 3,469.13
Charles P. Crowley Company, Inc	0623202219	06/23/22	\$ 27,561.57
Billings, Richard	062320222	06/23/22	\$ 422.00
Collicutt Energy Services Inc	0623202220	06/23/22	\$ 4,072.40
Coromina, Robert	0623202221	06/23/22	\$ 470.85
Fha Services, Inc.	0623202222	06/23/22	\$ 309.31
Hach Company	0623202223	06/23/22	\$ 12,494.47
Larry Walker Associates	0623202224	06/23/22	\$ 1,794.25
Marathon Fleet Repair Services	0623202225	06/23/22	\$ 3,729.00
Quincy Compressor	0623202226	06/23/22	\$ 647.74
Solenis Llc	0623202227	06/23/22	\$ 12,043.93
U.S. Bank	0623202228	06/23/22	\$ 8,969.67
U.S.A. Bluebook	0623202229	06/23/22	\$ 429.90
Correia, Bruce	062320223	06/23/22	\$ 422.00
West Coast Safety Supply	0623202230	06/23/22	\$ 13,793.08
Dagnino, Roy	062320224	06/23/22	\$ 422.00
Davis, Tim	062320225	06/23/22	\$ 422.00
Flint, Terrie Gossard	062320226	06/23/22	\$ 232.94
Gyuresik, Darline	062320227	06/23/22	\$ 232.94
Hinojosa, Thomas	062320228	06/23/22	\$ 422.00
Keniston, Olin	062320229	06/23/22	\$ 232.94
2G Energy Inc.	063020221	06/30/22	\$ 9,201.82
Grainger	0630202210	06/30/22	\$ 1,093.94

**Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 6/1/22 through 6/30/22**

Vendor Name	Payment #	Date	Total
Higgins, Dakota	0630202211	06/30/22	\$ 100.00
Labor Finders	0630202212	06/30/22	\$ 2,503.36
Mendoza, Miguel	0630202213	06/30/22	\$ 450.00
Polydyne Inc.	0630202214	06/30/22	\$ 12,460.14
U.S.A. Bluebook	0630202215	06/30/22	\$ 188.45
Victor Valley Wastewater Employees Assoc	0630202216	06/30/22	\$ 700.00
Wageworks, Inc	0630202217	06/30/22	\$ 118.25
Walters Wholesale Electric	0630202218	06/30/22	\$ 1,610.90
Xylem Water Solutions	0630202219	06/30/22	\$ 8,500.71
Babcock Laboratories, Inc.	063020222	06/30/22	\$ 18,260.57
Biogas Engineering	063020223	06/30/22	\$ 3,600.00
Cdw Government, Inc	063020224	06/30/22	\$ 3,269.49
Davis Electric, Inc	063020225	06/30/22	\$ 23,727.65
Dudek	063020226	06/30/22	\$ 408.75
Dxp Enterprises	063020227	06/30/22	\$ 1,327.08
Fha Services, Inc.	063020228	06/30/22	\$ 3,423.78
G.A. Osborne Pipe & Supply	063020229	06/30/22	\$ 473.35
Total ACH & EFT's			\$ 2,321,941.53

Approved	Total Checks	\$ 112,949.43
	Total ACH and EFT	\$ 2,321,941.53
	Total Payroll - June 2022	\$ 356,529.27
	Total	\$ 2,791,420.23

**EMPLOYMENT AGREEMENT BETWEEN VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY AND ROBERT COROMINA**

This EMPLOYMENT AGREEMENT ("Agreement") is made by and between ROBERT COROMINA ("Coromina") and the Board of Commissioners of the VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY, a joint powers authority ("Authority"), hereinafter also referred to as "Board of Commissioners." The Parties hereto agree as follows:

Section 1. Employment.

1.1 The Board of Commissioners agrees to employ Coromina in the position of Director of Administration for a three (3) year term, and Coromina agrees and does accept employment in the position of Director of Administration for a three (3) year term upon the terms and conditions set forth herein.

1.2 Coromina agrees to perform the functions and duties of the position of Director of Administration as specified in the job description set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and any other functions or duties as may be established or directed by the Authority General Manager ("General Manager"). Coromina agrees to perform all such functions and duties to the best of his ability and in an efficient and competent manner.

Section 2. Term of the Agreement.

2.1 This Agreement shall be for a term of three (3) years, beginning July 01, 2022, and ending July 01, 2025. Subject to the Authority's right to terminate this Agreement and Coromina's employment at any time pursuant to Section 3. of this Agreement, this Agreement shall automatically be renewed for subsequent one (1) year periods unless the Authority provides written notice to Coromina no less than six (6) months prior to the expiration of the current term or an extended term that the Agreement will be terminated. Unless otherwise provided for by a subsequent written agreement between the Parties, the terms and conditions of this Agreement shall apply to any extended term of this Agreement.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of General Manager to terminate the services of Coromina at any time, subject only to the provisions set forth in this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Coromina to resign at any time from his position with the Authority, subject only to the provisions set forth in this Agreement.

2.4 Coromina agrees to remain in the exclusive employment of the Authority during the term of this Agreement, and he shall neither accept other employment or become employed by any other person, business, or organization during the term of this Agreement. As used in this section, the term "employed" shall not be construed to include occasional teaching, writing, or consulting on Coromina's time off, which may be undertaken by Coromina with the express written consent of General Manager.

2.5 Except as otherwise specified herein, Coromina is subject to the Authority's Personnel Rules and Regulations.

Section 3. Termination and Severance Pay.

3.1 Coromina serves at the will and pleasure of General Manager and may be terminated with or without cause at any time. Consequently, nothing in this Agreement shall in any way affect General Manager's right to terminate the employment of Coromina and this Agreement on an at will basis, with or without cause, at any time, as provided herein.

3.2 In the event Coromina's employment and this Agreement are terminated without cause, Authority agrees to provide Coromina with severance pay as a lump sum cash payment equal to nine (9) months base salary, including any annual adjustment, less deductions required by law. Also, in addition to the lump sum payment, Authority shall provide for continuance of Authority portion of Coromina's health insurance benefits provided herein for nine (9) months from and after the date of termination or until Coromina finds other employment, whichever occurs first.

3.3 In the event Coromina is terminated for cause, Coromina shall not be entitled to any severance pay or continued benefits. Termination for cause is defined as follows:

- (a) A willful breach of this Agreement.
- (b) Habitual neglect of duties required to be performed under this Agreement.
- (c) Any acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
- (d) Refusal or failure to act in accordance with any specific written directive or order of the General Manager.

3.4 In the event that Coromina is terminated for cause, Coromina will be presented with written notice of the basis for said cause. Upon receipt of said written notice, Coromina, within five (5) business days, may request a hearing before the Board of Commissioners. The issue at the hearing shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that Coromina would not be entitled to any severance pay and benefits. Under no circumstances shall Coromina be entitled to reinstatement as a result of such hearing.

3.5 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Coromina to voluntarily resign at any time from his position with Authority, subject only to the provisions set forth in this Agreement. In the event Coromina desires to voluntarily resign from his position with Authority, Coromina shall provide General Manager thirty (30) days' notice in advance, unless the Parties agree otherwise. In the event Coromina voluntarily resigns, he shall not be entitled to any severance pay or benefits, but Authority shall pay Coromina for accrued vacation benefits.

3.6 Notwithstanding any other provision herein, in accordance with Government Code Section 53260, the cash payment that Coromina may receive in the event of the termination

of this Agreement, as set forth in Section 3.2 above, shall not exceed an amount equal to the monthly base salary of Coromina multiplied by the number of months left on the unexpired term of this Agreement.

Section 4. Salary and Expenses.

4.1 Authority agrees to pay Coromina for his services rendered a base salary of \$189,425.60 (\$15,785.47 monthly) in installments at the same time as other employees of the Authority are paid, commencing July 01, 2022. Coromina's base salary shall be increased annually beginning on July 1, 2022, by the same percentage increase published as the calendar year average Consumer Price Index for All Urban Consumers in the San Bernardino County area.

4.2 Except for the use of his personal vehicle for the performance of his duties, for which a vehicle allowance is provided under Section 5.8 of this Agreement, Authority shall reimburse Coromina within its budget and upon approval of General Manager for all actual and necessary expenses incurred in connection with the performance of his official duties. Coromina agrees to maintain and submit accurate records of all expenses for which reimbursement is claimed.

Section 5. Benefits.

5.1 Vacation. Coromina shall receive and use vacation benefits under the same terms and conditions applicable to Authority employees generally.

5.2 Administrative Leave. Coromina shall accrue paid administrative leave at a rate of one (2) week per year, commencing on July 01, 2022. Coromina may use administrative leave for personal business and/or other personal reasons. Notwithstanding the above, administrative leave is subject to a maximum accrual cap of three (3) weeks.

5.3 Retirement. Authority agrees to provide for participation in and pay all Employer and Employee contributions in the California Public Employees Retirement System (PERS) described as 2.5% at 55, not integrated with social security, or if unavailable, an equivalent retirement program. In addition, and except as provided hereinafter, the Authority shall make a deferred compensation contribution on Coromina's behalf equal to three percent (3%) of Coromina's base salary, including annual increases, and such amount shall be compensated in addition to the base salary. Said contribution shall be deposited at each pay period to Coromina's designated deferred compensation account administered by the Authority for all employees.

5.4 Disability, Health, and Life Insurance. Authority agrees to keep in force and to make required premium payments for Coromina for insurance policies covering Coromina and his dependents, the same as are provided to all general employees of the Authority under the Authority's Personnel Rules and Regulations. After purchasing Coromina's group health, dental, and vision choices, any balance remaining from the monthly allowance may be paid, at

Coromina's discretion, to Coromina as salary. Should the medical choices exceed the monthly allowance, the excess will be deducted from Coromina's monthly payroll check. Authority agrees to purchase and to pay the required premium on a term life insurance policy in an amount equal to twice Coromina's annual salary. Authority also agrees to purchase and to pay the required premium on short-term and long-term disability insurance the same as are provided to all general employees of Authority under Authority's Personnel Rules and Regulations. If required by the insurance provider, Coromina agrees to submit once per calendar year to a complete physical examination by a qualified physician of his choice, the cost of which shall be paid by Authority. Authority agrees to maintain Coromina's medical records in confidence.

5.5 Dues, Subscription and License Fees. To the extent Authority's approved annual budget designates sufficient funds for the purposes identified in this section, Authority agrees to pay for the professional dues and subscriptions necessary for Coromina's continued and full participation in national, state, regional and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of Authority.

5.6 Professional Development. To the extent Authority's approved annual budget designates sufficient funds for the following purposes, Authority agrees to pay registration fees and travel subsistence expenses of Coromina for professional and official travel, meetings, and occasions adequate to continue the professional development of Coromina and to adequately pursue necessary official business and other functions for Authority. Upon the prior approval of General Manager, Authority also agrees to pay for related tuition, fees, and travel and subsistence expenses of Coromina for educational degree programs, short courses, institutes, and seminars that are necessary for his professional development and the good of Authority.

5.7 Other Leave. Coromina shall accrue sick leave and shall be provided with holiday leave and bereavement leave as are provided to other employees of Authority under Authority's Personnel Rules and Regulations.

5.8 Vehicle Allowance. Coromina shall provide his own vehicle to be used in the performance of his duties, and Authority shall provide an automobile allowance of six hundred dollars (\$600.00) per month for said use unless General Manager chooses to allow the use of a company vehicle. Coromina shall be responsible for paying for liability insurance as required by State law, fuel, maintenance, repair of his vehicle and other costs associated with the ownership and use of his own personal vehicle.

Section 6. Performance Evaluation.

Authority shall review and evaluate the performance of Coromina each year within thirty (30) days prior to this Agreement's anniversary date. Said review and evaluation shall be conducted by General Manager. The evaluation process shall include, but not be limited to, use of "360 evaluations." Coromina's salary and benefits may be reviewed annually and adjusted by General Manager for performance, merit or longevity pursuant to Authority's established pay schedule for the position. Coromina's salary may not, however, exceed the highest step in the

established pay schedule. Accordingly, if Coromina's salary reaches the highest step in the pay schedule, it shall be capped at that amount.

Section 7. Bonding.

Authority shall bear the full costs of any fidelity or other bonds required of Coromina under any law or ordinance.

Section 8. General Provisions.

8.1 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of Coromina by Authority and contains all of the covenants and agreements between the parties with respect to the employment of Coromina by Authority.

8.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

8.3 Any modification of this Agreement will be effective only if made in writing and signed by both Coromina and Authority.

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

8.5 This Agreement shall be governed by and construed in accordance with the law of the State of California.

8.6 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

8.7 Coromina acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

By:

Robert Coromina

Date:

VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY

Dated:

By:

VVWRA General Manager

APPROVED AS TO FORM

By:

General Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VICTOR VALLEY
WASTEWATER RECLAMATION AUTHORITY AND THE VICTOR VALLEY
WASTEWATER RECLAMATION AUTHORITY EMPLOYEES ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made an entered into by and between THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (“EMPLOYER,” or “AUTHORITY”) and the VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY EMPLOYEES ASSOCIATION (“ASSOCIATION”).

**ARTICLE 1
RECOGNITION**

1.1 AUTHORITY hereby recognizes ASSOCIATION as the bargaining representative of full-time regular employees in the bargaining unit, as set forth below.

1.2 Majority Representation. AUTHORITY recognizes ASSOCIATION as the majority representative of all bargaining unit employees for the purpose of meeting its obligations under this MOU, the Meyers-Milias-Brown Act, Government Code §§3500 et. seq., and AUTHORITY rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

1.3 Bargaining Unit Employees. The following classes and titles of AUTHORITY employees shall be members of the bargaining unit recognized by this MOU and shall be represented by the ASSOCIATION:

- Accountant
- Accounting Technician
- Administrative Aide
- Asset Management Clerk
- Electrical Instrumentation Technician
- Environmental Compliance Inspector
- Environmental Compliance Inspector-in-Training
- Information Technology Coordinator
- Information Systems Coordinator
- Laboratory Technician I
- Lead Mechanic
- Lead Operator
- Maintenance Mechanic-in-Training
- Maintenance Planner
- Mechanic
- Mechanical Technician O&M Clerk
- Operator
- Operator-in-Training
- Regulatory Compliance Inspector
- Senior Accountant
- Senior Operator

Septage Receiving Attendant
Utility Worker

1.4 Filing of Petitions. This MOU shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of this MOU; except that a Petition for Certification or a Petition for Decertification may be filed during a period beginning not earlier than one hundred fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said MOU.

1.5 Maintenance of Membership/Dues Deduction.

A. Subject to applicable law, all regular, full-time unit employees who, on the effective date of this Agreement are members of the Association in good standing, and all employees who thereafter become members, shall maintain their membership with the Association in good standing during the term of this Agreement. However, employees shall have the right to resign their membership during the month of December of any year. Unit employees may exercise their rights to resign by notice in writing to the Association during this period.

B. The Authority agrees to have dues deducted from Association member's first and second paycheck of each month and remit to the Association all such monies as are certified by the Association. Association agrees to provide the Authority notice regarding any membership changes.

C. The Authority agrees, pursuant to AB 119, to provide the Association with the name, job title, department, work location, work telephone number, home address, e-mail address, and personal cell phone number of newly hired employees within 30-days of the date of hire. The Authority also agrees to provide the Association with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees every 90 days.

D. The ASSOCIATION shall indemnify, defend, and hold the AUTHORITY harmless against any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the AUTHORITY's compliance with any obligations imposed under this Agreement including but not limited to, deduction of membership dues and the ASSOCIATION's use of monies collected under this provision. The AUTHORITY reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the AUTHORITY's compliance with this Agreement, and the ASSOCIATION agrees to pay any attorney, arbitrator or court fees related thereto, as well as reasonable cost of preparation time by AUTHORITY management.

ARTICLE 2 **TERM**

2.1 Term. This MOU shall be effective commencing on July 1, 2022, and concluding at the close of business on June 30, 2025.

2.2 Effective Date of Changes. Unless otherwise specified herein, all proposed changes shall be effective as of July 1, 2022.

ARTICLE 3
AUTHORITY RIGHTS

3.1 The AUTHORITY reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this MOU, or by law, to manage the AUTHORITY, as such rights existed prior to, during, and after the execution of this MOU. The sole and exclusive rights of Management, not abridged by this MOU or by law, shall include, but not be limited to, the following rights:

- A. To manage the AUTHORITY generally and determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the AUTHORITY and expand or diminish services.
- C. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means, and size of the workforce by which the AUTHORITY operations are to be conducted.
- G. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all AUTHORITY functions, including but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the AUTHORITY, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work or other reasons, by means of layoff.
- J. To establish and modify productivity and performance programs and standards.
- K. To discharge, suspend, demote, or otherwise discipline employees in accordance with the provisions and procedures set forth in AUTHORITY policies and procedures.
- L. To determine job classifications.
- M. To hire, transfer, promote, demote, suspend, or discharge employees in accordance with this MOU, or AUTHORITY policies and procedures.
- N. To determine policies, procedures, and standards for selection, training, and promotion of employees.

O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.

P. To maintain order and efficiency in its facilities and operations.

Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the AUTHORITY that are not in contravention with this MOU.

R. To take any and all necessary action to carry out the mission of the AUTHORITY in emergencies.

3.2 Impact on Authority Rights. Except in emergencies, or where the AUTHORITY is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of the AUTHORITY rights shall impact upon affected employees, the AUTHORITY agrees to meet and confer in good faith with representatives of the ASSOCIATION regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU. By agreeing to meet and confer with the ASSOCIATION as to the impact of the exercise of any of the foregoing Management rights, it shall not diminish Management's discretion in the exercise of those rights.

3.3 Clarification of Right to Contract Out. While Article 3.1.G above addresses the AUTHORITY'S right to contract out, the AUTHORITY recognizes that it will have a duty to meet and confer with the ASSOCIATION prior to contracting out any work currently performed by bargaining unit employees.

ARTICLE 4 **NO STRIKE**

4.1 Association Prohibited Conduct. The ASSOCIATION, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sickout, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline. Taking joint action or joining other labor organizations to engage in such activity is included in this prohibition.

4.2 Authority Prohibited Conduct. The AUTHORITY agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of the employees of the AUTHORITY in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

ARTICLE 5 **NON-DISCRIMINATION**

5.1 Non-Discrimination. The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, color, sex, age, sexual orientation, gender identity, gender expression, genetic characteristics, physical or mental

disability, medical condition, marital status, national origin, creed, or ancestry, and/or any other category protected by federal and/or state law.

5.2 Protection from Retaliation. The AUTHORITY and ASSOCIATION the mutually agree that no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Miliias-Brown Act.

ARTICLE 6 WAGES

6.1 A. Cost of Living Adjustment. Bargaining unit employees shall receive accost of living adjustment to their base wage rate on the dates set forth below equal to the either (1) 5% or (2) the annualized change of the Consumer Price Index for Los Angeles-Riverside-Orange County (CPI-U) for March of the year in question, whichever is lower, effective on the following dates:

- July 1, 2022
- July 1, 2023
- July 1, 2024

6.2 B. Economic Stimulus Adjustment. In addition to the cost of living adjustment scheduled above for July 1, 2024, Employees shall also receive an economic stimulus adjustment to their base wage in the amount of 2% on that date, provided that the total percentage increase of the cost of living adjustment and the economic stimulus adjustment still does not exceed 5%. Salary Survey. During the term of this Agreement, the Authority shall conduct at its expense a salary survey to compare the wages and benefits afforded the various bargaining unit positions with similarly situated positions at comparable agencies and employers.

6.3 Budget Deficit. In the event implementation of a cost-of-living adjustment as set forth in Article 6.1 above will result in the AUTHORITY operating with a deficit or require the expenditure of reserve funds for the following fiscal year, the cost of living adjustment shall not take place. Rather, the parties shall meet and confer over whether any adjustment to base wage rate.

ARTICLE 7 RETIREMENT

7.1 CalPERS Member Contribution. All bargaining unit members who are classic members shall pay the full CalPERS member contribution. Contributions for bargaining unit members who are new members shall be paid in accordance with the Public Employees' Retirement Law, as amended.

ARTICLE 8
HEALTH

8.1 Medical/Dental/Vision Contribution. The contribution of the AUTHORITY toward medical, dental and vision insurance shall be increased to \$1,149.50 per month.

8.2 Unused Medical Contribution. Unused medical contribution monies may be used for other benefit cost or 457 plan. The approved programs are:

- A. Cal-Pers 457
- B. FAS Account
- C. Accident/Hospice Insurance
- D. Additional voluntary life insurance
- E. Dependent care through the FSA Account

8.3 Prescription Safety Glasses. The AUTHORITY shall provide prescription safety glasses or provide employees with up to \$450.00 dollar reimbursement for the purchase of prescription safety glasses.

ARTICLE 9
LEAVE

9.1 Employee leave provisions shall be administered in accordance with the Personnel Rules, Section 7, Leave, Vacation and Holidays.

9.2 Vacation Accrual Rate. Vacation days will be accrued at the following rate:

0-2 years	80 hours
2-4 years	96 hours
4-6 years	120 hours
6-9 years	160 hours
9+ years	200 hours

9.3 Holiday Pay. Employees will be paid holiday pay based on the hours the employee would have been scheduled to work but for the designated holiday.

9.4 Holiday Standby Pay. Holiday standby pay will be paid at a rate of an additional \$100.00 for designated holidays only.

9.5 Floating Holidays. Floating holidays will be paid on the hours the employee is currently scheduled to work on that particular day.

9.6 Overtime. Time off for holidays and paid jury duty shall count as hours worked for overtime calculation purposes. Sick leave and vacation shall count as hours worked for overtime only when overtime is incurred on non-scheduled work days.

9.7 Bereavement Leave. For the purposes of bereavement leave, “immediate family” shall be defined as an employee’s father, mother, spouse, registered domestic partner, child brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, foster child, ward of the court, or stepchild.

9.8 Compensatory Leave Cap. Employees shall not accrue more than 120 hours of compensatory time off. All accrued and unused compensatory time off shall paid in cash to bargaining unit employees on June 30 of each year.

ARTICLE 10 **UNIFORMS**

10.1 The AUTHORITY will provide each operations and maintenance employee, electrical technician, regulatory compliance inspector, and asset management clerk with two jackets upon employment. The AUTHORITY will replace each jacket when it determines that the jacket has either been damaged or worn out to the point where it is no longer reasonably serviceable. Bargaining unit employees may use the AUTHORITY laundry service to clean these jackets.

10.2 The AUTHORITY shall provide employees with a \$250 boot allowance every year.

ARTICLE 11 **STAND-BY / CLEAN UP TIME / FATIGUE TIME**

11.1 Standby Compensation. Bargaining unit employees who are on weekly standby duty shall be compensated at the rate of \$350 per week. Employees called in to work while on standby shall be compensated at the overtime premium for a minimum of two hours or the actual number of hours worked, whichever is greater.

11.2 Cleanup Time. Operations and maintenance employees shall be allowed up to fifteen minutes prior to the end of their shifts to clean up and change clothes. Employee shall only use this clean up time to the extent actually necessary to clean up and change clothes.

11.3 Fatigue Time. If an employee works more than 12 hours in a 24-hour period, they will be compensated at twice the employees’ hourly rate of pay for all hours worked in excess of those 12 hours. If the employee works more than 12 hours in a single shift, they will be provided with an 8-hour fatigue period before starting their next scheduled shift.

ARTICLE 12 **PERFORMANCE EVALUATIONS**

12.1 The AUTHORITY shall make every reasonable effort to ensure that bargaining unit employee annual performance evaluations are completed in a timely manner.

ARTICLE 13
JURY DUTY

13.1 Paid Jury Duty. Bargaining unit employees shall be allowed a leave of absence with pay for the duration of the jury duty when empaneled to serve on a jury. Employees must provide proof of daily service. Employees shall be required to report to work on any day that the employee has been released from or relieved of jury duty with sufficient time for the employee to report to work and work at least one hour. An employee may request approval of their supervisor to use of vacation time, in lieu of returning to work. If such a request is not granted, or if the employee is unable to contact the supervisor to make the request, the employee will be expected to return to work as required.

ARTICLE 14
ASSOCIATION RIGHTS

14.1 Representative Rights. The Recognized Employee Organization may select a total of two (2) representatives for the Unit. The Recognized Employee Organization shall give to the AUTHORITY a written *list* of Unit members who have been selected as representatives. The Recognized Employee Organization shall keep this list current.

Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Upon entering another represented Unit member's work place on employee organization business, the representative shall obtain permission from the Unit member's department head. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative.

14.2 New Employee Orientations. Absent exigent circumstances, the AUTHORITY shall provide the ASSOCIATION with one week's advance notice of any orientation for new employees hired into the bargaining unit, and the ASSOCIATION shall be provided with up to 30 minutes to make a presentation to the new employee(s) as part of the orientation process. Absent the consent of all parties, management personnel may not be present during this presentation. If circumstances do not allow for such advanced notice, then the Association shall be allowed to conduct the presentation as soon as practicable. No more than two representatives may make the presentation, and the actual time spent in the presentation shall not count against the allowed time set forth in Article 15.3 below.

14.3 Allowed Time for Representatives. The AUTHORITY agrees to allow representatives no more than two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the General Manager, subject to absences from the assigned work being approved by the Unit member's department head with permission being granted promptly unless such absence would cause an undue interruption of work.

ARTICLE 15

PROVISIONS OF LAW AND SEVERABILITY

15.1 It is mutually understood that this MOU is subject to all applicable Federal, State, or Local laws. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or Local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this MOU shall not be affected. As soon as both parties become aware of the law or regulation, they shall meet to discuss the impact of the law or regulation on the contract. Unless mutually agreed otherwise, the parties agree to meet and confer within 30 days for the purpose of agreeing to a mutually satisfactory replacement provision.

ARTICLE 16

CERTIFICATION PAY

16.1 The AUTHORITY shall pay employees in positions requiring state and or California Water Environment Association (CWEA) certifications an increase of 5% over their base pay if the employee holds a certification higher than the minimum required for his or her classification. The AUTHORITY is willing to consider expending the allowable certification that would qualify for compensation on a case-by-case basis. The parties agree to meet to discuss any potential certifications that would qualify for additional compensation.

ARTICLE 17

REOPENERS

18.1 The parties agree to the following reopeners during the term of this MOU:

A. The parties shall meet upon completion of draft job descriptions to discuss their implementation.

ARTICLE 18

FULL UNDERSTANDING

19.1 This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

19.2 Provisions of this MOU shall be given full force and effect in place of any conflicting provisions in the AUTHORITY's policies and procedures and/or other rules, regulations, or policies applicable to the AUTHORITY and shall prevail over any such conflicting policies, procedures, rules, or regulations.

19.3 The terms and conditions in this MOU may be altered, changed, added to, deleted, or modified, only through the voluntary mutual consent of the parties in a written agreement, executed by both parties and, if required, approved by the Board of Directors.

IN WITNESS WHEREOF, the Parties have agreed to and accepted this MOU:

**THE VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY**

By: _____

Dated: _____

**THE VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY
EMPLOYEES ASSOCIATION**

By: _____

Dated: _____



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Darron Poulsen, General Manager

DATE: July 21, 2022

SUBJECT: RECOMMENDATION TO APPROVE AN AMENDED COOPERATIVE AGREEMENT WITH THE CITY OF VICTORVILLE FOR INCREASED DEWATERING COSTS NECESSARY TO INSTALL THE NEW PIPELINE AND APPROVE A BUDGET AMENDMENT TO INCREASE THE PROJECT BUDGET TO AN AMOUNT NOT TO EXCEED \$893,895.73 TO BE TAKEN FROM UNRESTRICTED CONNECTION FEE RESERVES TO REIMBURSE THE CITY FOR THE INSTALLATION OF THE PIPE WITHIN THE VICTORVILLE WELLNESS CENTER PROPERTY

<input checked="" type="checkbox"/>	For Action	<input checked="" type="checkbox"/>	Fiscal Impact	\$ 893,895.73
<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Account Codes: Unrestricted Connection Fee Reserves	
		<input type="checkbox"/>	Funds Budgeted/Approved	

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners approve the General Manager to execute the amended cooperative agreement (Exhibit 1) with the City of Victorville:

- To allow for the increased dewatering cost necessary for the pipeline to be installed due to high groundwater levels.
- To amend the project budget to an amount not to exceed \$893,895.73 of unrestricted connection fee reserves

All upon approval of the agreement by the VVWRA Attorneys.

PREVIOUS ACTION(S)

On March 17, 2022, the Board of Commissioners approved the General Manager to execute the cooperative agreement with the City of Victorville:

- To allow for construction over the VVWRA easement
- To allow for the installation of a future use pipeline within the Victorville Wellness Center Property

- To allow for the usage of \$600,000 of unrestricted connection fee reserves

BACKGROUND INFORMATION

In December of 2021 the City of Victorville received grant funding to build their proposed Wellness Center project. Requirements to receive this grant funding stipulated an aggressive schedule to construct the Wellness Center. The City of Victorville and VVWRA staff aggressively began to finalize plans for an easement and future pipeline, as well as a cooperative agreement. The cooperative agreement provides permission and guidelines to perform work on the Wellness Center over the exiting VVWRA easement. The agreement details the importance of protecting the existing pipeline during construction. It also describes the requirements for the installation of the new parallel pipeline within the Wellness Center project and the reimbursement back to the City of Victorville for construction costs to install the pipeline.

On March 17, 2022, the VVWRA Board approved the cooperative agreement and a budget to complete the work for an amount not to exceed \$600,000 utilizing unrestricted connection fee reserves. Material acquisition and construction for the pipeline began soon after this approval. On May 25, 2022, discussions with the contractor, the project manager, the City of Victorville and VVWRA began on how to effectively dewater the trench to allow for the new pipeline to be installed. An initial plan of installing 5 shallow wells west of the proposed pipeline was agreed upon and the cost for this work was within the exiting budget amount. The original five wells were installed and began operation to lower the water level in the trench. After operating for a number of days the well pumping was deemed insufficient to reach the appropriate water level to allow for the installation of the pipeline.

On June 21 VVWRA and the City of Victorville were notified that the contractor was requesting a further change order to add an additional 5 dewatering wells to the project to enable them to reach the appropriate trench level to install the pipe. This new change order was going to push the project over the approved budget amount which received a good deal of push back from VVWRA and the City staff. Further delays in approving this change order were going to push back the desired work schedule of the project and would come at a significantly higher cost. Due to these reasons VVWRA and the City gave direction to the Project Manager to allow the contractor to go forward with desired change order provided the work and final cost of the installation could be determined by the July City Council and VVWRA Board meetings.

The additional dewatering wells proved to be sufficient and as of July 13, 2022, the pipeline has been installed at a final cost of \$893,895.73. An amended agreement has been developed for this new cost and is scheduled to be considered at the July 19, 2022, City Council meeting. The decision to move forward with the change order was necessary and in the best interest of VVWRA and the City to help meet construction timelines and to keep costs as low as possible. The additional funds necessary to cover the increase in the project budget are available in the unrestricted connection fee reserves. For these reasons the staff recommends that the Board of Commissioners approve the General Manager to execute the amended cooperative agreement with the City of Victorville:

- To allow for the increased dewatering cost necessary for the pipeline to be installed due to high groundwater levels.
- To amend the project budget to an amount not to exceed \$893,895.78 of unrestricted connection fee reserves

All upon approval of the agreement by the VVWRA Attorneys.

Exhibit 1 – The Cooperative Agreement with the City of Victorville

EXHIBIT 1

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT: CONSTRUCTION OF
NEW SEWER INTERCEPTOR IMPROVEMENTS BETWEEN THE
CITY OF VICTORVILLE
AND THE VICTOR VALLEY
WASTEWATER RECLAMATION AUTHORITY**

This First Amendment to the Cooperative Agreement: Construction of New Sewer Interceptor Improvements (“Amendment”) is entered into as **July 21, 2022**, between City, a California municipal corporation and charter city (“City”), and the Victor Valley Wastewater Reclamation Authority, a joint powers authority located in the County of San Bernardino (hereinafter referred to as “VWVRA”).

WHEREAS, on or about March 17, 2022, City and VWVRA entered into that certain Cooperative Agreement: Construction of New Sewer Interceptor Improvements (“Original Agreement”); and

WHEREAS, it is the desire of the City and VWVRA to amend certain sections of the Original Agreement; and

WHEREAS, VWVRA and City deem it best to amend the Original Agreement at this time.

NOW, THEREFORE, for the valuable mutual consideration set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, City and VWVRA hereby agree to amend the Original Agreement as follows:

1. **Amendment.** The first sentence of Section 5 of the Original is hereby amended to read:

Section 5. VWVRA agrees to reimburse Victorville for the cost of construction of the Project in an amount not to exceed Nine Hundred Fifty Two Thousand, Five Hundred Eighty One Dollars and Sixty Eight Cents (\$893,895.73)

2. **Miscellaneous Provisions Applicable to Amendment.**
 - a) This Amendment will be effective as of the date first written above.
 - b) This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
 - c) This Amendment shall be governed by the law of the State of California, without reference to its choice of law rules.
 - d) Unless otherwise defined in this Amendment, all terms used in this Amendment that are defined in the Original Agreement are used here as they are there defined.
 - e) Except for the underlying Agreement, this Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to this subject matter.
3. **Status of Agreement.** As amended by this Amendment, the Original Agreement continues in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this instrument that day and year written above, in the City of Victorville, California.

CITY OF VICTORVILLE

VICTOR VALLEY WASTEWATER

RECLAMATION AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney


Authority Counsel

Date: _____

Date: _____



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report**

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager
SUBMITTED BY: Kristi Casteel, Executive Assistant 
DATE: July 21, 2022
SUBJECT: **RECOMMENDATION TO AMEND THE 2022 BOARD SCHEDULE**

<input checked="" type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input type="checkbox"/> Information Only	<input type="checkbox"/> Account Code:	
	<input type="checkbox"/> Funds Budgeted/ Approved:	

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners approve the amended 2022 Board Meeting Schedule.

PREVIOUS ACTION(S)

November 18, 2021 – 2022 Board Schedule was approved

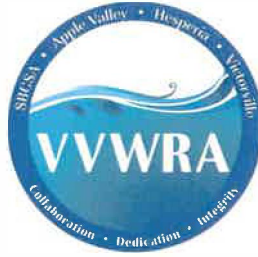
BACKGROUND INFORMATION

Staff is requesting to add an August meeting to the schedule. The Ordinance 001 revisions are nearing completion for the Local Limits and will require two public hearings. Also, there are several key contracts that require Board Approval. With a delay in materials being shipped, staff feels it is necessary to have them approved in August to help expedite shipping times. The amended schedule detailed in Exhibit (1) has a meeting for August 18, 2022.

Attachment(s):

Exhibit | 1 | – 2022 Amended schedule

EXHIBIT 1



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
BOARD OF COMMISSIONERS
2022
BOARD MEETING SCHEDULE ***

Time: Closed Session: 7:30 AM. Regular Session: 8:00 AM.

Thursday January 20

Thursday February 17

Thursday March 17

Thursday April 21

Thursday May 19

Thursday June 23*

Thursday, June 30 (Budget Adoption)

Thursday July 21

Thursday August 18

Thursday September 15

Thursday October 27**

Thursday November 17

* VWRA Regular Board Meetings are typically held on the **third Thursday** of the month unless otherwise noticed and posted. Additional Regular or Special Meetings may be scheduled during the year as necessary.

** The June and October meeting is not the third Thursday due to scheduling conflicts

Approved on: PROPOSED