

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 A
14343 CIVIC DRIVE, VICTORVILLE CA 92392
Thursday, August 18, 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 Sec. 54954.5-54956.9(d))- Government Tort Claim- City of Hesperia- Settlement Discussion

Item 2. (Gov. Code Sec. 54954.5-54956.9(d)(1))- Conference with Legal Counsel – Recycled Water Discussion

Call to Order & Pledge of Allegiance

Higgins

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 07/21/22

Item 4. Receive, Approve and File July 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 Adopt Resolution 2022-09 to Amend the VVWRA Procurement Policy to Match the New Purchasing Authority Levels and the New Job Titles Approved in the FY 2022-23 Fiscal Budget

It is recommended that the Board of Commissioners adopt Resolution 2022-09 to amend the VVWRA procurement policy to match the new purchasing authority levels and the new job titles approved in the FY 2022-23 Fiscal Budget

Poulsen

Board Action Required

Staff Recommendation: Approve as Presented

Item 6. Recommendation to Authorize the General Manager to Sign a Water Quality Management Plan (WQMP) Agreement with the City of Victorville or a Notice to Transfer the Agreement to American Organics for the Expansion of the American Organics Operations on VVWRA Property Pending Legal Review and Approval

It is recommended that the Board of Commissioners authorize the General

Poulsen

Manager to sign a Water Quality Management Plan (WQMP) agreement with the City of Victorville or a notice to transfer the agreement to American Organics for expansion of the American Organics operations on VVWRA property pending legal review and approval

Board Action Required

Staff Recommendation: Approve as Presented

Item 7. Recommendation to Authorize the General Manager to Sign a Three-Year Professional Services Agreement with Larry Walker and Associates to Provide Environmental Services

Poulsen

It is recommended that the Board of Commissioners authorize the General Manager to sign a three-year professional services agreement with Larry Walker and Associates to provide environmental service for an amount not to exceed \$70,000 per fiscal year

Board Action Required

Staff Recommendation: Approve as Presented

Item 8. Recommendation to Consider and Provide Direction on a Reduction or Repayment Terms for Required Connection Fees for the Los Ranchos Mobile Home Park in the Town of Apple Valley

Poulsen

It is recommended that the Board of Commissioners consider and provide direction on a reduction or repayment terms for the required connection fees for the Los Ranchos Mobile Home Park in the Town of Apple Valley

Board Action Required

Staff Recommendation: Approve as Presented

Staff Reports

Item 9. General Managers Report
- CIP Masterplan Presentation

Poulsen

Reports are submitted as presented by Staff on a Quarterly Basis.

Report Range	Board Meeting Date (Thursday)
1st Quarter January 2022-March 2022	May 19, 2022
2nd Quarter April 2022-June 2022	September 15, 2022
3rd Quarter July 2022- September 2022	November 17, 2022
4th Quarter October 2022- December 2022	February Board 2023

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)
July 21, 2022**

CALL TO ORDER: Chair Dakota Higgins called the meeting to order at 7:30 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

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

**Dakota Higgins, Chair
Doug Robertson, Vice-Chair
Debra Jones, Secretary
Bill Holland, Treasurer**

VWRA Staff and Legal Counsel:

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

**Brad Adams, Plant Superintendent
Robert Coromina, Director of Administration**

Guest Present:

Keith Metzler, 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 Holland Second: Commissioner Jones

Motion to enter into Closed Session

Motion passed by a 4-0 roll call vote

REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

VVWRA Regular Meeting Minutes**Thursday, July 21, 2022****Page 2**

Chair Higgins called the meeting to order at 7:36 AM.

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENTS- REGULAR SESSION AGENDA

None

POSSIBLE CONFLICT OF INTEREST

NONE

CONSENT CALENDAR:

- 3. Receive, Approve and File Minutes, June 23, 2022**
- 4. Receive, Approve and File June 2022 Disbursement**

Moved: Commissioner Robertson

Second: Commissioner Holland

Approval of the Consent Calendar Items 3 and 4.

Chair Higgins- Yes

Commissioner Robertson - Yes

Commissioner Jones - Yes

Commissioner Holland - Yes

Motion passed by a 4-0 roll call vote

ACTION ITEM:

- 5. Recommendation to Approve Employment Contract**

The Board will consider approval of the Employment Contract for the Director of Administration

VVWRA Regular Meeting Minutes

Thursday, July 21, 2022

Page 3

Moved: Commissioner Holland**Second: Commissioner Jones****Approval of the Employment Contract for the Director of Administration****Chair Higgins- Yes****Commissioner Robertson - Yes****Commissioner Jones - Yes****Commissioner Holland - Yes****Motion passed by a 4-0 roll call vote****6. Recommendation to Approve Amended VVWRA Employees Association MOU****Moved: Commissioner Holland****Second: Commissioner Higgins****Approval of Amended VVWRA Employees Association MOU****Chair Higgins- Yes****Commissioner Robertson - Yes****Commissioner Jones - Yes****Commissioner Holland - Yes****Motion passed by a 4-0 roll call vote**

7. The Board will consider approval 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

Moved: Commissioner Holland**Second: Commissioner Robertson**

Approval of 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

Chair Higgins- Yes

Commissioner Robertson - Yes
Commissioner Jones - Yes
Commissioner Holland - Yes

Motion passed by a 4-0 roll call vote

8. Recommendation to Amend the 2022 Board Schedule

The Board will consider approval of the amended 2022 Board Meeting Schedule

Moved: Commissioner Holland **Second: Commissioner Higgins**

Approval of the amended 2022 Board Meeting Schedule

Chair Higgins- Yes
Commissioner Robertson - Yes
Commissioner Jones - Yes
Commissioner Holland - Yes

Motion passed by a 4-0 roll call vote

CLOSED SESSION (If Closed Session is continued)

ADJOURNMENT

The board will adjourn to a regular board meeting on August 18, 2022, at 7:30 a.m.

APPROVAL:

DATE: _____ **BY:**

Approved by 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: August 18, 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 JULY 2022, check numbers 124692-124733 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$120,053.04</i>	<i>\$1,717,336.97</i>	<i>\$567,213.05</i>	<i>\$2,404,603.06</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 7/1/22 through 7/31/22

Vendor Name	Payment #	Date	Total
Battery Mart	124692	07/06/22	\$ 5,041.71
Big Sky Electric	124693	07/06/22	\$ 16,786.00
Cintas Corporation	124694	07/06/22	\$ 925.73
City Of Victorville / Sanitation	124695	07/06/22	\$ 4,221.84
Dell Inc.	124696	07/06/22	\$ 8,144.19
Hi Desert Fire Protection Inc	124697	07/06/22	\$ 5,343.78
Mike Dyell Machine Shop, Inc.	124698	07/06/22	\$ 150.00
Orkin	124699	07/06/22	\$ 174.00
Prudential Overall Supply	124700	07/06/22	\$ 826.23
Underground Service Alert Of Southern California	124701	07/06/22	\$ 176.85
United Rentals Northwest, Inc	124702	07/06/22	\$ 1,071.02
Answering 365	124703	07/15/22	\$ 173.00
Big Sky Electric	124704	07/15/22	\$ 16,786.00
Gfoa	124705	07/15/22	\$ 149.00
Heritage Environmental Services, L.L.C.	124706	07/15/22	\$ 2,275.41
Hesperia Water District	124707	07/15/22	\$ 3,187.41
Liberty Utilities	124708	07/15/22	\$ 631.22
Vasquez & Company, Llp	124709	07/15/22	\$ 8,000.00
Dell Inc.	124710	07/20/22	\$ 9,415.35
Done-Right Concrete Co	124711	07/20/22	\$ 3,940.00
Hesperia Unified School District	124712	07/20/22	\$ 152.63
Hi-Desert Communications	124713	07/20/22	\$ 150.00
Johnson Controls Fire Protection Lp	124714	07/20/22	\$ 1,870.97
Orkin	124715	07/20/22	\$ 452.00
Plumbers Depot Inc.	124716	07/20/22	\$ 6,134.00
Prudential Overall Supply	124717	07/20/22	\$ 2,483.94
Shredyourdocs.Com	124718	07/20/22	\$ 114.00
Town & Country Tire	124719	07/20/22	\$ 266.08
World Oil Environmental Services	124720	07/20/22	\$ 120.00
Crystal Chrysler	124721	07/29/22	\$ 251.81
Hat Trix	124722	07/29/22	\$ 590.51
Hesperia Water District	124723	07/29/22	\$ 755.62
Holland, William J.	124724	07/29/22	\$ 100.00
Jones, Debra	124725	07/29/22	\$ 100.00
Konica Minolta Business Solutions	124726	07/29/22	\$ 255.63
Orkin	124727	07/29/22	\$ 167.00
Prudential Overall Supply	124728	07/29/22	\$ 832.71
Quill Corporation	124729	07/29/22	\$ 1,916.81
San Bernardino County Environmental Health	124730	07/29/22	\$ 1,379.00
The Woodall Group Inc.	124731	07/29/22	\$ 360.00
Titus Industrial Group, Inc	124732	07/29/22	\$ 11,178.69
Verizon Wireless	124733	07/29/22	\$ 3,002.90
Total Checks			\$ 120,053.04

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 7/1/22 through 7/31/22

Vendor Name	Payment #	Date	Total
Konica Minolta Business Solutions	DFT03218	07/07/22	\$ 391.50
Lincoln Financial Group	DFT03219	07/07/22	\$ 5,063.22
Lincoln Financial Group	DFT03220	07/06/22	\$ 80.11
Principal Life Ins. Co.	DFT03221	07/07/22	\$ 3,061.09
Southern California Edison	DFT03222	07/07/22	\$ 866.42
Southwest Gas Company	DFT03223	07/07/22	\$ 35,918.69
Town Of Apple Valley	DFT03224	07/07/22	\$ 181.09
Ups	DFT03225	07/07/22	\$ 325.50
Flyers Energy, Llc	DFT03226	07/14/22	\$ 1,926.36
Southern California Edison	DFT03227	07/14/22	\$ 88,810.92
Southern California Edison	DFT03247	07/21/22	\$ 1,175.82
Southern California Edison	DFT03248	07/21/22	\$ 587.91
Southern California Edison	DFT03249	07/21/22	\$ 7,846.66
Southern California Edison	DFT03250	07/21/22	\$ 15,693.32
Southwest Gas Company	DFT03251	07/21/22	\$ 20.54
Southwest Gas Company	DFT03252	07/21/22	\$ 4.46
Southwest Gas Company	DFT03253	07/21/22	\$ 56.22
Southwest Gas Company	DFT03254	07/21/22	\$ 15.33
Southwest Gas Company	DFT03255	07/21/22	\$ 27.12
Southwest Gas Company	DFT03256	07/21/22	\$ 5.89
Ca Dept. Of Tax And Fee Admin.	DFT03257	07/21/22	\$ 326.00
Ups	DFT03258	07/21/22	\$ 339.03
Southern California Edison	DFT03280	07/29/22	\$ 12,972.66
Southern California Edison	DFT03281	07/29/22	\$ 6,486.33
Southwest Gas Company	DFT03282	07/29/22	\$ 9,659.17
Southwest Gas Company	DFT03283	07/29/22	\$ 4,575.40
Spectrum (Prev. Charter Communications)	DFT03284	07/29/22	\$ 5,158.30
Ups	DFT03285	07/29/22	\$ 558.35
Ups	DFT03286	07/29/22	\$ 4,571.14
Calpers	DFT03287	07/29/22	\$ 600,015.00
Calpers	DFT03288	07/29/22	\$ 12,105.00
Flyers Energy, Llc	DFT03289	07/29/22	\$ 2,197.60
2G Energy Inc.	070720221	07/07/22	\$ 6,240.03
Fha Services, Inc.	0707202210	07/07/22	\$ 2,384.68
G.A. Osborne Pipe & Supply	0707202211	07/07/22	\$ 293.54
Global Equipment Company, Inc.	0707202212	07/07/22	\$ 1,137.42
Graham Equipment	0707202213	07/07/22	\$ 6,117.50
Grainger	0707202214	07/07/22	\$ 2,722.02
Ingersoll Rand	0707202215	07/07/22	\$ 7,696.55
Michael'S Auto Detail	0707202216	07/07/22	\$ 610.00
Netgain Networks, Inc	0707202217	07/07/22	\$ 9,842.50
Polydyne Inc.	0707202218	07/07/22	\$ 6,230.07
Quinn Company	0707202219	07/07/22	\$ 2,850.00
Applied Maintenance Supplies & Solution	070720222	07/07/22	\$ 427.05

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 7/1/22 through 7/31/22

Vendor Name	Payment #	Date	Total
U.S.A. Bluebook	0707202220	07/07/22	\$ 188.24
Xylem Water Solutions	0707202221	07/07/22	\$ 16,849.00
Avila, Marcos	070720223	07/07/22	\$ 244.68
Babcock Laboratories, Inc.	070720224	07/07/22	\$ 13,053.62
Bargain Byte	070720225	07/07/22	\$ 10,235.80
Blue Siren, Inc.	070720226	07/07/22	\$ 17,957.00
Casteel, Kristi	070720227	07/07/22	\$ 97.00
D.K.F. Solutions Group, Llc	070720228	07/07/22	\$ 1,050.00
Fastenal	070720229	07/07/22	\$ 46.35
Anthony, Donna	072220221	07/22/22	\$ 422.00
Main, Randy	0722202210	07/22/22	\$ 422.00
Mcgee, Mark	0722202211	07/22/22	\$ 422.00
Montgomery, Lillie	0722202212	07/22/22	\$ 145.65
Nalian, L. Christina	0722202213	07/22/22	\$ 145.65
Nave, Patrick	0722202214	07/22/22	\$ 422.00
2G Energy Inc.	0722202215	07/22/22	\$ 970.44
Adt Commercial	0722202216	07/22/22	\$ 1,013.21
Alliant Insurance Services	0722202217	07/22/22	\$ 1,155.00
American Express	0722202218	07/22/22	\$ 7,712.67
Applied Maintenance Supplies & Solution	0722202219	07/22/22	\$ 267.08
Billings, Richard	072220222	07/22/22	\$ 422.00
Best, Best & Krieger, L.L.P.	0722202220	07/22/22	\$ 48,887.80
Biogas Engineering	0722202221	07/22/22	\$ 1,797.00
Brenntag Pacific, Inc	0722202222	07/22/22	\$ 16,209.86
California School Veba	0722202223	07/22/22	\$ 703.44
Collicutt Energy Services Inc	0722202224	07/22/22	\$ 2,624.18
Culligan Water Conditioning	0722202225	07/22/22	\$ 555.70
Dudek	0722202226	07/22/22	\$ 12,601.43
Evoqua Water Technologies Llc	0722202227	07/22/22	\$ 10,187.60
Fastenal	0722202228	07/22/22	\$ 3,577.88
Fha Services, Inc.	0722202229	07/22/22	\$ 41,580.00
Correia, Bruce	072220223	07/22/22	\$ 422.00
Gierlich Mitchell, Inc.	0722202230	07/22/22	\$ 1,600.00
Grainger	0722202231	07/22/22	\$ 2,882.46
High Desert Affordable Landscaping	0722202232	07/22/22	\$ 4,459.76
John Robinson Consulting, Inc	0722202233	07/22/22	\$ 2,400.00
Jwc Environmental Inc	0722202234	07/22/22	\$ 5,370.95
Labor Finders	0722202235	07/22/22	\$ 3,427.33
Mcgrath Rentcorp	0722202236	07/22/22	\$ 5,525.47
Misco - T.W. Associates	0722202237	07/22/22	\$ 3,292.94
Netgain Networks, Inc	0722202238	07/22/22	\$ 143,953.59
Rockwell Engineering	0722202239	07/22/22	\$ 11,181.62
Dagnino, Roy	072220224	07/22/22	\$ 422.00
Simmons, Joann, Lmft	0722202240	07/22/22	\$ 9,325.00

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 7/1/22 through 7/31/22

Vendor Name	Payment #	Date	Total
Southern California Edison	0722202241	07/22/22	\$ 660.32
T-Mobile	0722202242	07/22/22	\$ 196.56
U.S.A. Bluebook	0722202243	07/22/22	\$ 1,288.17
Davis, Tim	072220225	07/22/22	\$ 422.00
Flint, Terrie Gossard	072220226	07/22/22	\$ 232.94
Gyurcsik, Darline	072220227	07/22/22	\$ 232.94
Hinojosa, Thomas	072220228	07/22/22	\$ 422.00
Keniston, Olin	072220229	07/22/22	\$ 232.94
Applied Maintenance Supplies & Solution	073120221	07/31/22	\$ 12.44
Howden Usa Company	0731202210	07/31/22	\$ 710.14
Ingersoll Rand	0731202211	07/31/22	\$ 6,274.08
Labor Finders	0731202212	07/31/22	\$ 2,456.74
Nv5, Inc	0731202213	07/31/22	\$ 9,457.00
Procurement Consulting Services, Llc.	0731202214	07/31/22	\$ 4,600.00
Rockwell Engineering	0731202215	07/31/22	\$ 9,561.20
Scap	0731202216	07/31/22	\$ 1,686.00
Scott Equipment, Inc	0731202217	07/31/22	\$ 6,986.98
Solenis Llc	0731202218	07/31/22	\$ 12,043.93
Trimax Systems	0731202219	07/31/22	\$ 74,375.00
Biogas Power Systems- Mojave, Llc	073120222	07/31/22	\$ 64,119.27
U.S. Bank	0731202220	07/31/22	\$ 7,874.64
U.S.A. Bluebook	0731202221	07/31/22	\$ 1,575.91
Veteran Janitorial, Llc	0731202222	07/31/22	\$ 2,630.00
Waxie Sanitary Supply	0731202223	07/31/22	\$ 1,400.36
Xylem Water Solutions	0731202224	07/31/22	\$ 64,588.90
Blackline Safety Corp	073120223	07/31/22	\$ 210.00
Brenntag Pacific, Inc	073120224	07/31/22	\$ 12,224.06
Collicutt Energy Services Inc	073120225	07/31/22	\$ 6,975.50
Crane Pro Services	073120226	07/31/22	\$ 1,415.00
Davis Electric, Inc	073120227	07/31/22	\$ 20,272.00
Fha Services, Inc.	073120228	07/31/22	\$ 8,244.00
Higgins, Dakota	073120229	07/31/22	\$ 100.00
Total ACH & EFT's			\$ 1,717,336.97

Approved

CK 81 08-03-22

Total Checks	\$ 120,053.04
Total ACH and EFT	\$ 1,717,336.97
Total Payroll - July 2022	\$ 567,213.05
Total	\$ 2,404,603.06



**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: August 18, 2022

SUBJECT: **IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS ADOPT RESOLUTION 2022-09 TO AMEND THE VVWRA PROCUREMENT POLICY TO MATCH THE NEW PURCHASING AUTHORITY LEVELS AND THE NEW JOB TITLES APPROVED IN THE FY 2022-23 FISCAL BUDGET.**

<input checked="" type="checkbox"/>	For Action	<input type="checkbox"/>	Fiscal Impact:	none
<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Account Code:	not applicable
		<input type="checkbox"/>	Funds Budgeted/Approved:	none

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners adopt Resolution 2022-09 to amend the VVWRA procurement policy to match the new purchasing authority levels and the new job titles approved in the FY 2022-23 Fiscal Budget

PREVIOUS ACTION(S)

On May 19, 2022 the Board of Commissioners adopt Resolution 2022-04 to amend the VVWRA purchasing policy to increase the purchasing authority of the General Manager and staff to the following levels:

	General Manager	Directors	Supervisors	Lead Staff	Regular Staff
1.	\$75,000	\$50,000	\$15,000	\$5,000	\$500

BACKGROUND INFORMATION

The cost of doing business has significantly increased over the last few years. During the development of the proposed FY 2022/2023 budget staff recognized some significant increases on both products and services which are critical to our regular operations. Normal items and services critical to our operations are now costing more than current authorized purchasing levels. To sustain an effective level of operations and to minimize approval times that would

normally have to be approved by the Board, the staff requested that the Board of Commissioners consider increasing the authorized purchasing limits. On May 19, 2022, the Board approved Resolution 2022-04 increasing the General Manger's purchasing authority level to \$75,000. The purchasing authority was also increased for the Director, Supervisory, and Lead staff levels. These new authority levels were not reflected in the current procurement policy which now needs to be amended.

In addition to amending the purchasing authority levels within the policy other changes were made to address staff title changes and to make provisions for electronic purchasing methods. Prior to bringing this item to the Board the amended document went through a legal review and was approved by VVWRA attorneys. The amended policy was also shared with the external Finance Committee, made up of financial staff from the Member Agencies. A meeting was held and representation from the Town of Apple Valley, the City of Hesperia and the City of Victorville attended. The discussion was very positive, and direction was given on a few points of concern which were added to the final procurement policy document (Exhibit 1). The final document reflects all the changes requested by legal and the financial committee.

It is recommended that the Board of Commissioners adopt Resolution 2022-09, attached as Exhibit 2, to amend the VVWRA procurement policy to match the new purchasing authority levels and the new job titles approved in the FY 2022-23 Fiscal Budget

Attachments:

Exhibit 1- Resolution 2022-09

EXHIBIT 1

RESOLUTION NO. 2022-09

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
TO AMEND THE PROCUREMENT POLICY**

WHEREAS, Section 54202 of the Government Code requires every local agency to adopt policies and procedures governing the purchases of supplies and equipment by the local agency and that all purchases of supplies and equipment shall be in accordance with said policies and procedures; and

WHEREAS, on May 23, 1996, the Board of Commissioners for the Victor Valley Wastewater Reclamation Authority adopted Resolution No. 96-1 establishing policies and procedures governing the letting of public works contracts and purchases of supplies and equipment by the Victor Valley Wastewater Reclamation Authority (“Purchasing Policy”); and

WHEREAS, on March 23, 2000, the Board of Commissioners adopted Resolution No. 2000-5, which revised and updated the policies and procedures governing contracts and purchases of supplies and equipment (“Amended Purchasing Policy”); and

WHEREAS, on April 26, 2001, the Board of Commissioners adopted Resolution No. 2001-7 to address new staff positions that were approved by the Board of Commissioners (“Amended Purchasing Policy”); and

WHEREAS, on June 19, 2006, the Board of Commissioner adopted Resolution No. 2006-8 to address new staff positions that were approved by the Board of Commissioners and to designate purchasing authority to acting or interim positions that were approved by the Board of Commissioners; and

WHEREAS, on March 2, 2007, the Board of Commissioners adopted Resolution No. 2007-2 to address administrative changes requested by the Finance Department and update positions that were approved by the Board of Commissioners; and

WHEREAS, on July 16, 2009 the Board of Commissioners adopted a Procurement Policy under Resolution No. 2009-12 that addressed administrative changes requested by the Finance Department to enhance internal controls and address new updated bid limitations to bring the limits into line with current practices and with other governmental entities; and

WHEREAS, on March 20, 2013 under Resolution 2013-9 the Board of Commissioners adopted an amendment to the Procurement Policy to address travel paid for by third parties in Section XII: Third Party Travel Payment Guidelines; and

WHEREAS, on September 16, 2013 under Resolution 2013-21 the Board of Commissioners adopted an amendment to extend the length of the advertising period for Notices Inviting Bids; and

WHEREAS, on October 23, 2014 under Resolution 2014-28 the Board of Commissioners adopted an amendment to amend the Procurement Policy to modify the Procurement Policy Sections XIII, Petty Cash and XV, Authorizing Signatures for Agency Funds, Documents, and Payments Subject to the Joint Signatures Provisions; and

WHEREAS, on July 16, 2015 under Resolution 2015-15 the Board of Commissioners adopted an amendment to amend the Procurement Policy to modify the Procurement Policy Sections IV, Purchases less than or equal to \$2,000.00 and XI, Credit Card, Purchasing Card, Cardlock Fuel Purchase Card and Open Charge Accounts and XV, Authorizing Signatures for Agency Funds, Documents, and Payments Subject to the Joint Signatures Provisions; and

WHEREAS, on October 18, 2018 under Resolution 2018-13 the Board of Commissioners adopted an amendment to amend the Procurement Policy to to address administrative changes requested by the Finance Department and update positions that were approved by the Board of Commissioners; and

WHEREAS, On May 19, 2022 under Resolution 2022-04 the Board of Commissioners authorized and in increase in the purchasing authority for the General Manager and staff to \$75,000 for the General Manager, \$50,000 for the Directors, \$15,000 for the Supervisors, \$5,000 for the Lead Staff and \$500 for the regular staff; and

WHEREAS, the Board of Commissioners now desires to amend the Procurement Policy to address the change in the purchasing authority levels and to update positions that were approved by the Board of Commissioners in the FY 2022-23 Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority that the Procurement Policy shall be amended:

SECTION 1: Adopted Procurement Policy. The Procurement Policy shall be adopted as set forth in the attached Exhibit "A," and all expenditure of funds by the Victor Valley Wastewater Reclamation Authority shall be in accordance with the policies and procedures set forth therein.

SECTION 2: Effective Date. This adopted Procurement Policy shall be effective immediately and shall supersede and replace all previous versions of said policy.

SECTION 3: Execution of Resolution. The Chair of the Commission will sign this Resolution, and the Secretary of the Commission will certify that this Resolution was duly and properly adopted by the Commission.

ADOPTED AND APPROVED this 21st day of July, 2022.

Dakota Higgins, Chair
VVWRA Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Debra Jones, Secretary
VWVRA Board of Commissioners

Piero Dallarda of
Best Best & Krieger LLP, Counsel VWVRA

CERTIFICATION

I, Kristi Casteel, Secretary to the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority, State of California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2022-09, adopted by the Board of Commissioners of said Authority at its meeting of July 21, 2022.

Kristi Casteel
Secretary to the Board of Commissioners

EXHIBIT A

Resolution 2022-09



Victor Valley Wastewater Reclamation Authority

Procurement Policy

Board Approved August 18, 2022

Resolution No. 2022-09
(Appendix A)

Victor Valley Wastewater Reclamation Authority
Procurement Policy

TABLE OF CONTENTS

Section I	Purpose	Page 1
Section II	Compliance	Page 1
Section III	Authority of the General Manager	Page 1
Section IV	Authorized Spending Limits	Page 1
Section V	Open Market Purchases (Informal Quotes)	Page 2
Section VI	Open Market Purchases (Formal Bidding)	Page 3
Section VII	Bidding Exemptions	Page 4
Section VIII	Professional Services Agreement	Page 7
Section IX	Public Projects	Page 7
Section X	Bid Protests	Page 9
Section XI	Emergency Conditions and Authority	Page 10
Section XII	Purchasing Card Accounts	Page 12
Section XIII	Violation of this Policy	Page 13
Section XIV	Definitions	Page 13
Appendix A	Resolution 2022-09 Procurement Policy Approval	
Appendix B	Resolution 2022-04 Purchasing Authority Limits Approval	
Appendix C	81-11 a Resolution Establishing Statement of Policy on Emergency Operations	

Victor Valley Wastewater Reclamation Authority
Procurement Policy

I. Purpose

The purpose of this procurement policy is to establish the requirements governing the procurement of goods and services required to operate the Victor Valley Wastewater Reclamation Authority (VWVRA or Authority).

II. Compliance

The General Manager shall be responsible for ensuring compliance and implementation of procedures to execute the obligations of this policy ethically and dutifully.

III. Authority of the General Manager

- 1) The General Manager may enter and sign on behalf of the Authority, without the prior approval of the Board, contracts for the procurement of goods, services, and public work:
 - a) Which do not exceed an initial compensation figure of \$75,000 dollars in any single transaction or term agreement.
 - b) For which moneys have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract. The responsibility for the solicitation of purchases and procurement of general services, professional services, supplies and equipment, and public works projects is hereby vested in the General Manager who shall be the purchasing officer for the Authority.
- 2) The General Manager may delegate in writing the authority to purchase or contract for specified supplies, services and equipment and construction of public works projects, provided such delegations, purchases and contracts are made in conformity with this policy.
- 3) In an emergency the General Manager may authorize the expenditure of any unencumbered funds to respond to the emergency, notwithstanding the fact that such moneys may not have been appropriated for such purpose, but only to the extent that such moneys have not been appropriated or are otherwise unavailable. Such action shall be ratified by the Board as soon as practicable.

IV. Authorized Spending Limits

- 1) The authorization to procure goods and services shall not exceed the total value of the acquisition including taxes fees. The General Manager may at his or her discretion delegate in writing the authority to procure to any full-time employee of VWVRA. Authority limits set by resolution 2022-04 (Appendix B).

a) General Manager	\$75,000
b) Directors	\$50,000
c) Supervisors	\$15,000
d) Lead Staff	\$5,000
e) General Staff (all employees)	\$500

Victor Valley Wastewater Reclamation Authority
Procurement Policy

V. Open Market Purchases (Informal Quotes)

- 1) Purchases having a total estimated value of less than or equal to \$5000 may be made without formal or informal competitive bidding or competitive quotes.
- 2) Purchases of materials, supplies, equipment and contractual services (other than services qualifying as a "public project" as defined below) having an estimated value of more than \$5,000 and less than or equal to \$15000 may be made in the open market based on a minimum of three (3) verbal quotes.
- 3) Purchases of materials, supplies, equipment and contractual services (other than services qualifying as a "public project" as defined below) having an estimated value of more than \$15000 and less than or equal to \$75,000 may be made in the open market based on a minimum of three (3) competitive written quotes.
- 4) Requests for competitive quotes shall be solicited either by verbal, written requests mailed, requests posted on the Authority website, solicited through an electronic bid system, or e-mailed to prospective vendors. The notice inviting competitive quotes shall contain a clear and concise description of the desired materials, supplies, equipment, or contractual services. The notice inviting competitive quotes shall also include a deadline for the submission of responsive quotes.
- 5) A written or digital record of the responses from all vendors contacted shall be maintained with the respective purchase request. If appropriate, signed and dated telephone conversation records shall suffice for vendors that respond only by telephone
- 6) Awards of purchases made under this section shall be to the lowest responsible vendor or contractor that complies with the specifications contained in the notice inviting competitive quotes. Awards made to vendors or contractors that did not provide the lowest cost shall be accompanied by written documentation explaining the reason or reasons for the award. All documentation regarding the award must be attached to the purchase order.
- 7) The General Manager shall have the authority to waive the requirements of this section in the following circumstances provided that the reasons for such a waiver are documented as part of the purchasing process:
 - a) The acquisition of engineering, professional, audit, or legal services.
 - b) The acquisition of highly technical and specialized outside services.
 - c) The acquisition of materials supplies and equipment in which the Authority did not receive at least three quotes.
 - d) The acquisition of materials supplies and equipment when it is in the best interest of the Authority to purchase name brand or sole source materials, supplies, or equipment, as determined by the General Manager. Materials, supplies and equipment shall be considered obtainable from only one vendor when only one vendor offers it for sale, lease, or rental, or when only one vendor is able to provide the materials, supplies or equipment within the

Victor Valley Wastewater Reclamation Authority
Procurement Policy

time frame and/or under the terms and conditions which reasonably meet the needs of VVWRA. Sole source purchases are appropriate when there is no suitable substitute for the desired materials, supplies and equipment. A memo to the General Manager must be attached describing the circumstances surrounding the situation.

- e) The purchase of equipment or supplies at a public auction that has been approved in advance by the General Manager. The spending limit for purchases made at a public auction shall be \$10,000 unless the spending limit for an auction is increased in advance by an action of the VVWRA Board of Commissioners.

VI. Open Market Purchases (Formal Bidding)

Except as otherwise provided in this policy, purchases of supplies, equipment, or services that exceed the informal bid limit, shall follow the formal bid procedures, and will result in a written contract with the lowest responsible, responsive bidder.

- 1) A notice inviting bids shall be advertised at a minimum of five (5) business days in the newspaper of local publication posted on the Authority website or solicited through an electronic bid system. The notice inviting bids shall include a general description of the articles or services to be procured, instructions on how to obtain bid forms and specifications, and the time and place for the opening of sealed or electronic bids. The notice inviting bids shall be published or posted at least ten (10) working days before the date of opening of the sealed or electronic bids. The notice inviting bids shall also be posted in at least two areas, including but not limited to the lobby area of the VVWRA administration building, the Authority website, posted in an electronic bid system, mailed, faxed, or e-mailed to one or more identified potential bidders.
- 2) When deemed necessary by the General Manager or Board, the bidder's security may be prescribed in the public notice inviting bids. Bidders shall be entitled to return of bid security upon completion of the contract. However, if a successful bidder fails or refuses to execute the contract within ten days after the notice of award of the contract has been mailed, unless explicitly stated in the terms of the contract, the bidder shall forfeit the bid security. The Authority may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible, responsive bidder, with the bidder's security being applied to the amount of the contract price differential between the lowest bid and the second lowest bid, with the surplus, if any, returned to the lowest bidder. If the Authority rejects the remaining bids presented and readvertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids and the surplus, if any, shall be returned to the lowest bidder.
- 3) Sealed and electronic bids shall be submitted to the Administrative Director, or his or her designee, and shall be clearly identified as requested in the request for bid document. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be available for public inspection during regular business hours after the bid opening.

Victor Valley Wastewater Reclamation Authority
Procurement Policy

- 4) The Authority may reject all bids presented and advertise for bids or award a contract after negotiation for the most reasonable cost under existing conditions. The right to reject any and/or all bids is expressly reserved to the Authority and said decision shall be final.
- 5) Upon opening and tabulation of all bids received to determine the low bidder, the Administrative Director, or his or her designee, shall thereafter determine the lowest responsible, responsive bidder by applying the following criteria:
 - a) The capability, quality and skill of the bidder to provide the service or commodity required and to comply with all specified requirements in the bid document.
 - b) The bidder's record of performance of previous contracts or services; previous failure to perform to Authority requirements may disqualify the bidder.
 - c) Whenever the Administrative Director, or his or her designee, determines that a bidder is not responsible pursuant to this section and the specifications of the notice of inviting bids, the Administrative Director, or his or her designee, shall notify the bidder of said determination, in writing.
- 6) Except as otherwise provided in this policy, contracts shall be awarded to the lowest responsible, responsive bidder. Contracts which exceed the appropriated amount, or which are not budgeted, shall not be awarded except upon approval of the Board.
- 7) If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the Authority may, at its discretion, award the bid to a vendor located within the Authority limits. Should a tie continue to exist, a request for additional bids, only from the tie low bidders will be requested, whereby, the lowest bid will be accepted.
- 8) A performance bond, certificate of deposit or cash may be required before entering a contract, in such amount as is deemed reasonably necessary to protect the interests of the Authority. If performance security is required, the acceptable type and amount thereof shall be described in the notice inviting bids and, if a bond, the form of the bond shall be as approved by the Authority Attorney.

VII. Bidding Exemptions.

Bidding may be dispensed with upon adequate, specific documentation when one of the following conditions pertains:

- 1) When, in the sole view of the General Manager, an emergency exists, and the procurement of all goods/services is necessary to properly mitigate the emergency, may direct that emergency procurement to be made. For purposes of an emergency purchase, an emergency is defined as an emergency operations center (EOC) activation period initiated by the Authority General Manager. All purchases made under such emergency authority shall be subject to ratification by the Authority Board of Commissioners at a subsequent public meeting.

Victor Valley Wastewater Reclamation Authority
Procurement Policy

- 2) So long as the authorization limits set forth by the Authority are adhered to, the bidding procedures of this chapter may be waived for the following:
 - a) The commodity or service can be obtained from only one responsible and responsive source.
 - b) The commodity is required to match or be compatible with other furnishings, material, or equipment presently on hand and is to be purchased from the supplier of such on-hand items.
 - c) The General Manager or Board has ordered a standardized type of commodity or quality of product.
- 3) A Piggyback Agreement is acceptable when the purchase of goods or services is beneficial to the interest of the Authority and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another local governmental agency within the State of California within the previous three hundred sixty-five (365) days.
- 4) A Cooperative Purchasing agreement is acceptable when such purchases are based on any master agreement, cooperative agreement, multiple award schedule, or other types of agreements entered into by the State of California or the federal government.
- 5) When purchasing from or selling to another governmental agency and such action is beneficial to the interests of the Authority, the bidding procedures may be waived.
- 6) When the Board determines by resolution it would be in the best interest of the Authority to dispense with bidding.
- 7) When there is a breakdown in essential machinery, essential services, or when unforeseen circumstances arise, including delays by contractors, delays in transportation, and unanticipated volume of work, which requires the immediate attention of a professional or immediate service/repair in order to protect public health, safety or welfare.
- 8) When there is to be a contract for the purchase of telecommunications, computer, and/or networking hardware and software, the purchase of "such items" (telecommunications, computer and/or networking hardware and software) will be done pursuant to regulations and procedures established by the Authority manager to ensure compatibility with current Authority infrastructure.
- 9) Additional Requirements and Prohibitions.
 - a) No employee elected or appointed official of the Authority shall be financially interested in any contract made by them in their official capacity, or by anybody or Board of which they are members (See: California Government Code Section 1090, et seq.) or violative of

Victor Valley Wastewater Reclamation Authority
Procurement Policy

- the conflict-of-interest provisions of the Authority and/or the Political Reform Act (See: California Government Code Section 87100, et seq.).
- b) Splitting orders of supplies, materials, equipment, or services into smaller or separate orders for the purpose of evading the competitive bidding provisions of this chapter are prohibited.
 - c) Contract amendments or changes to purchase orders that exceed either the maximum authorization limit set forth by the Board or the original authorization as granted by the Authority will require subsequent approval of the Board before the contract amendment and/or change order is executed.
 - d) Employees, volunteers, and elected and appointed officials of the Authority are advised to be knowledgeable of all laws, rules and regulations concerning conflict of interest; disclosure/reporting requirements; and the acceptance of anything of value from any individual or business including, but not limited to, vendors, business clients, and the public.
 - e) Recycled Goods. In the procurement of goods for the Authority, a preference shall be given to buy recycled goods whenever reasonably possible. Recycled goods are defined and provided for in such state legislation as the State Assistance for Recycling (STAR) Markets Act of 1989 (commencing with the California Public Contracts Code Section 12150), the California Integrated Waste Management Act of 1989 (commencing with the California Public Resources Code Section 40000), and Environmentally Preferable Purchasing (AB 498). A Sustainable Purchasing policy will be adopted by resolution of the Authority Board.
- 10) Certain types of non-discretionary purchases/payments are not readily adaptable to the open market and competitive selection process. Except where otherwise required by federal law or by reason of the source of funding for the project, non-discretionary purchases are exempt from the bidding and solicitation requirements set forth in section V and VI of this policy. Examples of non-discretionary purchases include, but are not limited to:
- a) Bank charges and fees.
 - b) Debt Service payments.
 - c) Insurance premiums.
 - d) Process Chemicals
 - e) Insurance Premiums
 - f) Regulatory permit fees
 - g) Lab Analysis
 - h) Memberships, dues, and subscriptions.
 - i) Reimbursement of expenses.
 - j) Newspaper advertisements and notices.
 - k) Utility service provider payments, utility connection and/or installation charges required to ensure the continued daily operation of the Authority; including Electrical power, telephone service, water service, natural gas, and refuse service

Victor Valley Wastewater Reclamation Authority
Procurement Policy

VIII. Professional Services Agreements

The acquisition of services for engineering, audit, legal, consulting, and other professional services in excess of \$75,000 shall be obtained through a solicitation of Requests for Proposals (RFP). The procedures for soliciting and RFP shall be respective to the type, complexity, and expected cost of services to be provided. Awards made for professional services shall be based on the qualifications that best match the needs of the Authority.

IX. Public Projects

Contracts for public projects shall be procured in accordance with the contracting procedures set forth in Article 3 of the Act (Section 22030 et seq., of the Public Contract Code) as it may be amended from time to time.

- 1) The General Manager, or his or her designee, shall compile and maintain a list of qualified contractors identified according to categories of work. This list shall comply with the requirements of the Act and the criteria promulgated, from time to time, by the Commission.
- 2) Contracts for public projects below the bidding threshold under the Act, as it may be amended from time to time, may be done pursuant to force account or negotiated contract. On-call or as-needed contracts for public projects must be procured pursuant to the following process:
 - a) VVWRA staff must present the General Manager with a written request to contract for on-call or as-needed services for a public project and written quotes from contractors that are proposed to be utilized for such on-call or as-needed services.
 - b) The General Manager and Administrative Director, or his or her designee shall have the authority to approve or deny the contract request.
 - c) Once approved, the Administrative Director, or his or her designee shall issue the on-call or as-needed contract for public project services to the selected contractor(s).
 - d) The total contract amount of any on-call or as-needed contract issued under this Section shall not exceed \$55,000. The Administrative Director, or his or her designee shall track expenditures under the on-call or as-needed contract to ensure it does not exceed \$55,000.
 - e) Once an on-call or as-needed contract reaches the \$55,000. threshold, it must be terminated without accruing any further costs in excess of the \$55,000 threshold. VVWRA staff may issue a new on-call or as- needed contract to the contractor pursuant to the same procedure set forth above. There is no limitation on the number of on-call or as- needed contracts that may be issued to the same contractor in any one year; however, any subsequent on-call or as-needed contracts issued to the same contractor in a given year shall be approved by the Board.
- 3) When a public project is to be performed which qualifies for informal bidding under the Act, a notice of such project shall be given as follows except where the product or service is proprietary:
 - a) Mailed, e-mailed, or electronic bid system postings shall be sent to all contractors on the contractors list for the category of work being bid; or

Victor Valley Wastewater Reclamation Authority
Procurement Policy

- b) Mailed notices shall be given to all construction trade journals specified by the Commission for the receipt of such a notice for San Bernardino County; or
 - c) Additional notices posted on the Authority website or delivered through an electronic bidding system to other contractors, may, in the discretion of VVWRA, be given.
- 4) If the product or service to be acquired is proprietary in nature such that it can only be obtained from a certain contractor or contractors, notice inviting bids may be sent only to such contractor or contractors.
 - 5) All mailing, emailed, Authority website postings, and electronic bidding system notices to contractors and construction trade journals shall be completed not less than 10 calendar days before bids are due.
 - 6) The notice shall describe the project in general terms, how to obtain more detailed information about the project and shall state the time and place for submission of bids.
 - 7) When a public project is to be performed which qualifies for formal bidding under the Act, notice of such project shall be given as follows except where the product or service is proprietary:
 - a) A notice shall be published at least 14 calendar days before bids are due on the Authority website, through an electronic bidding system or in a newspaper of general circulation, printed and published in the jurisdiction of VVWRA; and or
 - b) Mailed notices shall be given to all construction trade journals specified by the Commission for the receipt of such notice for San Bernardino County at least 15 calendar days before bids are due.
 - c) Additional notices to other contractors and/or trade journals may, in the discretion of VVWRA, be given.
 - 8) If the product or service to be acquired is proprietary in nature such that it can only be obtained from a certain contractor or contractors, notice inviting bids may be sent only to such contractor or contractors.
 - 9) The notice shall describe the project in general terms, how to obtain more detailed information about the project and shall state the time and place for submission of bids.
 - 10) Where bidding is required by the Act, award of the contract shall be made to the lowest responsible bidder submitting a responsive bid.
 - 11) The General Manager or the VVWRA Board of Commissioners may, in their respective discretion, reject all bids and proceed as authorized by the Act.

Victor Valley Wastewater Reclamation Authority
Procurement Policy

X. Bid protests

Any person, firm, company, vendor, contractor, or other individual/group that unsuccessfully bids on a VVWRA contract may file a protest in accordance with the provisions of this section.

- 1) Only a bidder on a contract or a bidder's authorized representative may file a bid protest on a contract. A subcontractor of a party filing a bid on a contract may not submit a bid protest.
- 2) Bid protests shall be in writing; shall provide the name, address, electronic mail address, telephone and fax numbers of the protesting bidder; and shall identify the contractor bid request number to which the bid protest pertains. The bid protest shall identify and explain the factual and legal grounds for the protest and include any written materials that the protesting bidder wishes to have considered in determining the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder. Bid protests shall be addressed and delivered to the General Manager. Any bid protest that is not submitted as provided herein shall be invalid and shall not be considered.
- 3) After bids are received and opened by the Authority, VVWRA staff shall provide each bidder with notice of the Authority preliminary recommendation for award of the contract. Any bid protest shall be received by the General Manager no later than five calendar days after the Authority notifies the bidders of the recommendation for award. The effective date of notice by mail is the postmark date. The effective date of the notice electronically is the date of the transmission. If the fifth calendar day does not fall on a business day, the deadline to submit a protest shall be extended to 5:00 p.m. on the next business day.
- 4) Upon receipt of the filed bid protest, the General Manager shall prepare a written response to the bid protest. The Administrative Director, or his or her designee will review all the facts and make a determination.
- 5) In instances where the General Manager has delegated the role of the purchasing officer to a subordinate staff member, an appeal of the purchasing officer's decision on the bid protest may be made by the protesting bidder to the General Manager by filing a written notice of appeal with the General Manager within five calendar days after the date of notice of the purchasing officer's decision regarding the bid protest. If an appeal is timely filed and subsequently has not been withdrawn by the protesting bidder or by operation of the provision of this section, the General Manager shall consider the bid protest and make a determination.
- 6) An appeal of the General Manager's decision on the bid protest may be made by the protesting bidder to the Authority Board (Board) by filing a written notice of appeal with the Authority clerk within five calendar days after the date of notice of the Authority General Manager's decision regarding the bid protest. If an appeal is timely filed and subsequently has not been withdrawn by the protesting bidder or by operation of the provisions of this section, the Board

Victor Valley Wastewater Reclamation Authority
Procurement Policy

shall consider the bid protest at a noticed, public meeting. The Board may hear the bid protest as part of the Board's consideration of the award of the contract to which the bid protest relates or may hear the bid protest as a separate item, provided that the Board shall decide the bid protest prior to awarding the contract, unless the Board exercises its discretion to reject all bids.

- 7) The Board's review of the bid protest shall be limited to the issues set forth in the bid protest timely filed with the General Manager. The Board may take any action on the bid protest that is authorized by law, including adoption of Authority staff's recommended determination of the bid protest, adoption of a determination different from that recommended by Authority staff, or the rejection of all bids without deciding the bid protest. The decision of the Board on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

XI. Emergency Conditions and Authority

The purpose of this section is to provide for the preparation and implementation of plans for the protection of persons, property, and the environment within the VVWRA service area in the event of an emergency; the direction of the emergency organization and emergency response activities; and the coordination of the emergency functions of the Authority with all other public agencies, corporations, organizations and affected private persons.

- 1) As used in this section, "emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons, property, or the environment within the VVWRA service area caused by such conditions as sewer overflows or spills, sewer backups, air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, for which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the Authority, which may require the combined forces of other political subdivisions to combat.
- 2) It shall be the duty of the General Manager to develop and recommend for adoption by the VVWRA Board of Commissioners emergency and mutual aid plans and agreements and such ordinances, resolutions, rules, and regulations as are necessary to implement such plans and agreements.
- 3) Emergency services - General Manager - Powers and duties the General Manager is empowered to:
 - a) Request the Board of Commissioners to proclaim the existence or threatened existence of an "emergency" if the Board is in session, or to issue such proclamation if the Board is not in session. Whenever an emergency is proclaimed by the General Manager, the Board shall take action to ratify the proclamation in a timely fashion or the proclamation shall have no further force or effect. For emergencies that are anticipated to result in \$75,000 or less in actual expenditures, ratification of the emergency may occur at the next scheduled Board

Victor Valley Wastewater Reclamation Authority
Procurement Policy

- meeting. For emergencies that are anticipated to result in more than \$75,000 in total expenditures, ratification of the emergency must occur within seven days after the proclamation of the emergency.
- b) Request the Governor to proclaim a "state of emergency" when, in the opinion of the General Manager, the locally available resources are inadequate to cope with the emergency.
 - c) Control and direct the efforts of the emergency organization of the Authority for the accomplishment of the purposes of this section.
 - d) Direct cooperation between and coordination of services and staff of the emergency organization of the Authority and resolve questions of authority and responsibility that may arise between them.
 - e) Represent the Authority in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.
- 4) In the event of the proclamation of an emergency, the General Manager is empowered to:
- a) Make and issue rules and regulations on matters reasonably related to the protection of life, property, and the environment as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the Board of Commissioners.
 - b) Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the Authority for the fair value thereof and, if required immediately, to commandeer the same for the Authority's use.
 - c) Require emergency services of any WWRA employee and, in the event of a proclamation of an emergency, to command the aid of as many citizens of the community as he or she deems necessary in the execution of his or her duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers.
 - d) Requisition necessary personnel or material of any member entity or willing agency.
 - e) Execute all of his or her ordinary power as General Manager, all of the special powers conferred upon him or her by this section or by resolution or emergency plan developed pursuant to this section and adopted by the Board of Commissioners, all powers conferred upon him or her by any statute, by any agreement approved by the Board of Commissioners, and by any other lawful authority.
- 5) The General Manager shall designate a person or persons that shall be in charge in his or her absence, to take effect in the event the General Manager is unavailable to attend meetings and otherwise perform his or her duties during an emergency. The Board of Commissioners shall approve any changes to the order of succession. In the event that the General Manager does not or cannot designate a person or persons to be in charge, the following order of succession shall apply:

Victor Valley Wastewater Reclamation Authority
Procurement Policy

- a) Director of Operations
- b) Director of Administration
- c) Operations Supervisor
- d) Finance Supervisor

If any of the above listed persons are absent or otherwise unable to perform the duties described during an emergency, the order of succession shall continue to the first available person listed.

- 6) All officers and employees of the Authority, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions described herein, shall be charged with duties incident to the protection of life and property in the VVWRA service area during such emergency, and shall constitute the emergency organization of the Authority.
- 7) The General Manager shall be responsible for the development, periodic review, and maintenance of emergency plans, which plan shall provide for the effective mobilization of the resources of the Authority, both public and private, to meet any condition constituting an emergency, and shall provide for the organization, powers, duties, services, and staff of the emergency organization. Such emergency plans shall take effect upon adoption by resolution of the Board of Commissioners. See Resolution 81-11 a Resolution Establishing Statement of Policy on Emergency Operations (Appendix C)
- 8) Any expenditure made in connection with and subsequent to the proclamation of an emergency, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants, property, or environment of the VVWRA service area. The spending limits and purchasing policies set forth herein shall not apply in the event of a proclaimed emergency.

XII. Purchasing Card Accounts

Credit card accounts may be used by the General Manager and his/her designee to make reservations or charge purchases in the name of VVWRA without the submission of signed purchase orders for Authority travel, travel related expenses, business related meetings, business related meals, and non-routine commodity purchases.

The General Manager shall designate spend limits, which may not exceed Board authorized spend limits. An approved purchasing card may be used by employees authorized by the General Manager to purchase materials, supplies, and services or pay for travel-related expenses.

Purchasing card transactions are limited to a \$2,000 maximum per single transaction. Any purchases above \$2,000 require General Manager's approval prior to making purchases. All purchasing card transactions should be approved by department heads.

Victor Valley Wastewater Reclamation Authority
Procurement Policy

XIII. Violation of this Policy

Use of public resources or falsifying expense reports in violation of this policy may result in disciplinary action up to and including termination.

XIV. Definitions

Act: The Uniform Public Construction Cost Accounting Act (California Public Contracts Code Section 22000 *et seq.*).

Commission: The California Uniform Construction Cost Accounting Commission.

Cooperative Purchasing Agreements or Piggyback: Cooperative purchase agreements are when another governmental agency has performed a competitive bid process and allows other agencies to "piggyback" off of those bid prices offered. No formal or informal procedures shall then be required.

Facility: Any plant, building, structure, ground facility, utility system, subject to the limitation of subsection (4) of the definition for "public project" below, real property, streets and highways, or other public work improvement.

Maintenance Work: Any of the following: (1) Routine, recurring and usual work for the preservation or protection of any VVWRA owned or VVWRA operated facility for its intended purposes; (2) Minor repainting; (3) Resurfacing of streets and highways at less than one inch.

Open Charge Account: A charge account that is the financial liability of VVWRA and can be used by VVWRA employees without providing the vendor with an authorized purchase order or purchase contract.

Open Ended Purchase Order: An authorized purchase order that is used for recurring expenditures up to a maximum stated amount. The vendor that is named on this type of purchase order submits invoices or other requests for payment as supplies and materials are furnished or as services are rendered.

Public Project: Any of the following: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any VVWRA owned, leased or operated facility; (2) Painting or repainting of any VVWRA owned, leased, or operated facility; (3) In the case of a VVWRA owned electric utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher. "Public project" does not include maintenance work as defined above.

Replacement: Expenditures for obtaining and installing process structures, equipment, and accessories which are necessary to maintain the capacity, authority, and performance for which such items were originally designed and constructed.

Victor Valley Wastewater Reclamation Authority
Procurement Policy

Appendix A
Resolution 2022-09

Victor Valley Wastewater Reclamation Authority
Procurement Policy

Appendix B
Resolution 2022-04

Victor Valley Wastewater Reclamation Authority
Procurement Policy

Appendix C
Resolution 81-11
Statement of Policy on Emergency Operations



**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: August 18, 2022

SUBJECT: **A RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER, SUBJECT TO REVIEW AND APPROVAL BY LEGAL COUNSEL, TO EITHER (1) PROCEED WITH SIGNATURE OF A WATER QUALITY MANAGEMENT PLAN (WQMP) AGREEMENT WITH THE CITY OF VICTORVILLE OR, IN THE ALTERNATIVE, (2) SIGN A NOTICE TO TRANSFER THE AGREEMENT TO AMERICAN ORGANICS FOR THE EXPANSION OF THE AMERICAN ORGANICS OPERATIONS ON VVWRA PROPERTY**

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

STAFF RECOMMENDATION

For the reasons stated below, Staff recommends that the Board of Commissioners authorize the General Manager to proceed with one of the following alternatives (1) proceeding with and signing a Water Quality Management Plan (WQMP) agreement with the City of Victorville; or (2) signing a notice to transfer said agreement to American Organics for expansion of the American Organics operations on VVWRA property after legal counsel reviews and approves.

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

Per the existing lease agreement with American Organics/Athens (“American Organics”), the VVWRA Board has previously approved the expansion of the American Organics operations to the north and on both sides of Shay Road subject to certain conditions and improvements. American Organics has applied to the City of Victorville to amend their Conditional Use Permit (CUP). The City has determined that American Organics needs to install new MS4, Storm Water Management facilities, on the new site to prevent storm water from leaving the property and flowing into the Mojave River. The City’s current practices require that the agreement for the upkeep and maintenance of these facilities must be made with the landowner, and not the tenant using the land.

VVWRA staff and legal counsel have been discussing this requirement with the City and legal counsel for VVWRA will be reviewing the City’s MS4 permit to determine the burden of responsibility of oversight regarding the American Organics storm water facilities identified

within the agreement. The lease agreement with American Organics provides that American Organics is responsible for their own storm water mitigation facilities and the best management practices (BMPs) within the leased land that is part of their operations. Because it is necessary to proceed with this Water Quality Management Plan agreement in order for the new CUP to be approved this issue needs to be resolved as soon as possible. Given that this agreement may require a commitment by VVWRA, Board approval is necessary and Staff and VVWRA legal counsel are asking the Board to approve two potential solutions to this issue: (1) the Board can authorize the General Manager to sign the WQMP contingent to a new amendment of the lease with American Organics to deal with the liability issues that could arise from the WQMP agreement; or, (2) if legal counsel determines that the City MS4 permit requires that VVWRA be the signatory to the WQMP, authorize Staff and legal counsel to work the City on a letter agreement to transfer the WQMP agreement and ensuing liabilities to American Organics. Neither of these two alternatives will be executed if it is determined to the satisfaction of the City that its MS4 permit does not require VVWRA to be the signatory to the WQMP.

Attachment(s): Exhibit (1) – The WQMP Agreement

EXHIBIT 1

RECORDING REQUESTED BY:

City of Victorville
Engineering Department

AND WHEN RECORDED MAIL TO:

City of Victorville
Engineering Department
14343 Civic Drive
Victorville, CA 92392

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

**Water Quality Management Plan and Stormwater Best Management Practices
Transfer, Access and Maintenance Agreement**

OWNER NAME: _____

PROPERTY ADDRESS: _____

APN: _____

THIS AGREEMENT is made and entered into in

_____, California, this _____ day of

_____, by and between

_____, hereinafter

referred to as Owner, and the CITY OF VICTORVILLE, a municipal corporation, located in the County of San Bernardino, State of California, hereinafter referred to as CITY;

WHEREAS, the Owner owns real property ("Property") in the City of Victorville, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B", each of which exhibits is attached hereto and incorporated herein by this reference;

WHEREAS, at the time of initial approval of development project known as

_____ within the Property described herein, the CITY required the project to employ Best Management Practices, hereinafter referred to as "BMPs," to minimize pollutants in urban runoff;

WHEREAS, the Owner has chosen to install and/or implement BMPs as described in the Water Quality Management Plan, on file with the CITY, hereinafter referred to as "WQMP", to minimize pollutants in urban runoff and to minimize other adverse impacts of urban runoff;

WHEREAS, said WQMP has been certified by the Owner and reviewed and approved by the City;

WHEREAS, the Owner is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of all BMPs in the WQMP and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. All maintenance or replacement of BMPs proposed as part of the WQMP are the sole responsibility of the Owner in accordance with the terms of this Agreement.
2. Owner hereby provides the City of Victorville's designee complete access, of any duration, to the BMPs and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by the City's Director of Public Works, no advance notice, for the purpose of inspection, sampling, testing of the Device, and in case of emergency, to undertake all necessary repairs or other preventative measures at owner's expense as provided in paragraph 3 below. The City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property. Denial of access to any premises or facility that contains WQMP features is a violation of the City Stormwater Ordinance. If there is reasonable cause to believe that an illicit discharge or breach of the WQMP operation and maintenance commitments is occurring on the premises then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction in addition to other enforcement actions.
3. Owner shall use its best efforts diligently to maintain all BMPs in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the BMPs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.
4. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City, the City is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense against the property and/or to the Owner or Owner's successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate authorized by the City Code from the date of the notice of expense until paid in full.
5. The City may require the owner to post security in form and for a time period satisfactory to the City to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under the Agreement, the City may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement. As an additional remedy, the Director of Public Works may withdraw any previous stormwater-related approval with respect to the property on which BMPs have been installed and/or implemented until such time as Owner repays to City its reasonable costs incurred in accordance with paragraph 3 above.

6. This agreement shall be recorded in the Office of the Recorder of San Bernardino County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth, and also a lien in such amount as will fully reimburse the City, including interest as herein above set forth, subject to foreclosure in event of default in payment.
7. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, then the Owner and its successors or assigns agree(s) to hold the City harmless and pay all costs incurred by the City in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same shall become a part of the lien against said Property.
8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the City at the same time such notice is provided to the successor.
10. Time is of the essence in the performance of this Agreement.
11. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.
12. The Owner its successors and assigns, hereby agrees to save and hold harmless the City, any of its departments, agencies, officers or employees, all of whom while working within their respective authority, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by the Owner, its agents, or any of its independent contractors.

IF TO CITY:

City of Victorville – Engineering Department

14343 Civic Drive,

Victorville, CA 92392

IF TO OWNER:

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

OWNER:

Signature: _____

Name: _____

Title: _____

OWNER:

Signature: _____

Name: _____

Title: _____

NOTARIES ON FOLLOWING PAGE

A notary acknowledgement is required for recordation (attach appropriate acknowledgement).

ACCEPTED BY:

Brian W. Gengler., City Engineer for City of Victorville

Date: _____

Attachment: Standard Notary Acknowledgement

EXHIBIT A
(Legal Description)

EXHIBIT B
(Map/illustration)



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

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager
SUBMITTED BY: Brad Adams, Operations Superintendent
DATE: August 18, 2022

SUBJECT: **A RECOMMENDATION TO AUTHORIZE THE GENERAL
MANAGER TO SIGN A THREE-YEAR PROFESSIONAL
SERVICES AGREEMENT WITH LARRY WALKER AND
ASSOCIATES TO PROVIDE ENVIRONMENTAL SERVICES**

<input checked="" type="checkbox"/>	For Action	<input checked="" type="checkbox"/>	Fiscal Impact	\$70,000 / Year for 3 Years
<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Account Code: 01-02-515-8130-9999	
		<input checked="" type="checkbox"/>	Funds Budgeted/ Approved: YES	

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners authorize the General Manager to sign a three-year professional services agreement with Larry Walker and Associates to provide environmental service for an amount not to exceed \$70,000 per fiscal year.

PREVIOUS ACTION(S)

On December 20, 2018, the Board of Commissioners approved a contract with Larry Walker and Associates for environmental services in the amount of \$22,350.

BACKGROUND INFORMATION

Larry Walker and Associates (LWA) has been assisting VVWRA with environmental and pretreatment reporting for over 20 years. Historically VVWRA has developed multiple contracts for the services rendered by this consultant. Over the last few years, since the arrival of the new General Manger, we have been evaluating LWA's work and have made multiple inquiries with other consultant to compare work quality and costs. Through these efforts staff has determined that the work done by LWA is of high quality and value. There comprehensive knowledge of VVWRA's assets and reporting needs is exemplary and would take a new consultant many years to gain the same knowledge and experience. In comparing hourly costs and time estimates to perform the necessary reporting they were found to be competitive and, in most cases, lesser in cost. It is for these reasons staff feels confident going forward that the most cost effective and quality assured solution would be to continue using LWA services for environmental and pretreatment reporting and consulting needs.

In negotiating with the LWA team on terms for an annual contract for these services, it became clear that a multiple year contract for the same services with locked-in pricing would be a good value for VVWRA given the current economic climate. For that reason, both parties agreed to a three-year contract (Exhibit 1.) to complete all the necessary reporting and consulting services for the same annual price of not to exceed \$70,000 per fiscal year. Having this contract in place with locked in pricing assures the best value for VVWRA and provides solid protection in helping avoid regulatory violations due to their expertise and history with our organization.

For the above reasons staff recommends that the Board of Commissioners authorize the General Manager to sign a three-year professional services agreement with Larry Walker and Associates to provide environmental service for an amount not to exceed \$70,000 per fiscal year

Attachment(s): Exhibit (1) – Professional Services Agreement with LWA for 3 Year Term

EXHIBIT 1

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into as of August 18, 2022 between Victor Valley Wastewater Reclamation Authority, a California joint powers authority ("VVWRA") and Larry Walker Associates, a California corporation ("Consultant"), hereinafter referred to individually as a "party" or collectively as the "parties".

RECITALS

- (A) VVWRA desires to engage Consultant for a period of three fiscal years to produce regulatory reports, provide pre-treatment assistance, and provide regulatory consulting services ("Project") and Consultant is prepared to provide such services on the terms and conditions set forth in this Agreement and the Exhibits which are part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth herein, it is mutually agreed as follows:

1. Nature of Agreement. This agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein and the exhibits attached hereto. All modifications to this Agreement must be embodied in a written change order executed by the designated representatives (as defined herein) of Consultant and VVWRA.

2. Scope of Services. Consultant shall provide VVWRA with the services which are described on the project outline attached hereto as Exhibit "A" (the "Services"), which Services are general in nature and represent the parties current understanding of all of the work necessary for the completion of the Project. Any material change in the scope of the Services or the Project shall be mutually agreed upon by the parties and any such changes that affect the fee shall require the written authorization of Consultant and VVWRA. Exhibit "A" also contains an estimated timetable for completion of the Services and Consultant shall use its best efforts to complete all Services in accordance with such estimate, provided, however, that VVWRA provides necessary information and feedback to Consultant in a timely manner.

3. Responsibilities of Consultant.

3.1 Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and except for access to necessary information, data and personnel of VVWRA, Consultant shall be responsible for providing all resources, software, equipment, tools or other items necessary for performance of the Services in accordance with the standard of care set forth in Section 3.6. Consultant retains the right to perform similar or different services for others during the term of this Agreement. In performing all of the Services, Consultant shall be, and at all times

is, acting and performing as an independent Consultant with VVWRA, and not as a partner, coventurer, agent, or employee of VVWRA, and nothing contained herein shall be construed to be inconsistent with this relationship or status. With respect to the Services to be performed under this Agreement, VVWRA and Consultant agree that at all times, any personnel or sub-contractors of Consultant shall remain the separate responsibility of Consultant and no services performed by or on behalf of said personnel or sub-contractors shall create or impute any employment relationship with VVWRA. With respect to the personnel or sub-contractors of Consultant, Consultant hereby acknowledges and agrees that it is solely responsible for the withholding and payment of any sums ordinarily withheld from an employee, such as amounts for state and federal income taxes, state disability insurance, social security, workers' compensation, or unemployment compensation. Notwithstanding the foregoing, while Consultant personnel and sub-contractors are present at VVWRA facilities, they shall comply with the reasonable policies of VVWRA and the direction of VVWRA personnel with respect to matters of safety or security. Consultant shall be responsible for the negligent acts or omissions of its personnel and sub-contractors while present at a VVWRA facility.

3.2 Completion of Services. The estimated completion time for the Project and the Services shall be in accordance with the project schedule that is attached to Exhibit "A". Consultant shall perform the Services expeditiously and use its reasonable best efforts to complete the Project within the foregoing period. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's completion of the services, VVWRA shall respond to Consultant's requests for information, data and access to personnel in a timely manner. Upon request of VVWRA, Consultant shall provide an updated timetable for completion of the Services.

3.3 Substitution of Key Personnel. Consultant has represented to VVWRA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of VVWRA. In the event that VVWRA and Consultant cannot agree as to the substitution of key personnel, VVWRA shall be entitled to terminate this Agreement for cause.

3.4 Resources and Use of Sub-Contractors. Except for access to necessary information, data and personnel of VVWRA, Consultant shall be responsible for providing all resources, software, equipment, tools or other items necessary for performance of the Services in a professional and workmanlike manner. Consultant shall further be solely responsible for the work product, billing and payment of all sub-contractors used in connection with providing the Services.

3.5 VVWRA Representative. The General Manager of VVWRA, or his designee, shall act as the VVWRA representative for the day to day performance of this Agreement ("VVWRA Representative") and all requests for information, data or access to personnel shall be made to the VVWRA's Representative or his designee. The VVWRA Representative shall have full authority to represent and act on behalf of VVWRA for all purposes under this Agreement.

3.6 Consultant Representative. Consultant hereby designates Betsy Elzufon or his or her designee, to act as its representative for the performance of this Agreement (“Consultant Representative”). The Consultant Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.7 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional disciplines necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.8 Laws and Regulations. Consultant shall keep itself fully informed of all local, state and federal laws, rules and regulations related to the performance of the Services and the work product delivered to VVWRA.

4. Billing and Payments.

4.1 Professional Service Fees. The professional service fees for the Services shall be the actual hourly fees and charges for Services performed in accordance with the attached schedule of fees and fee estimate attached hereto as Exhibit “B” (“Schedule of Fees”), subject to the limitation set forth in Section 4.3.

4.2 Reimbursable Costs and Expenses. Reimbursable costs and expenses, including mileage, shall be based on the rates set forth in the Schedule of Fees. Lodging expenses shall be based on the actual expenses incurred, not to exceed 120% of the estimated amount without the written consent of VVWRA.

4.3 Limitation on Fees. Total professional service fees, charges and reimbursable costs and expenses in connection with the completion of the Services shall in no event exceed Fifty Thousand Dollars (\$70,000.00) per year, which is equal to the fee estimate attached hereto as Exhibit “B”. Any fees, charges or expenses in excess of such amount shall be borne by Consultant unless VVWRA has authorized a written modification of the scope of the Services.

4.4 Changes in Scope. At the time of any written modification in the scope of Services hereunder, any corresponding change in the professional service fees, charges and/or reimbursable costs payable by VVWRA for such Services (including any adjustment to the limitation on fees and/or the monthly invoice limit) shall be set forth in the written change order authorizing same.

4.5 Payment Terms. All payments due to Consultant shall be paid by VVWRA within thirty (30) days of VVWRA's receipt of a proper invoice from Consultant, which invoice shall set forth in reasonable detail the Services performed and all applicable charges, costs and expenses. In the event that VVWRA disputes any amount due pursuant to Consultant's invoice, VVWRA shall make payment of the undisputed amount of the invoice and shall retain any disputed portion until such dispute has been resolved. In no event shall the VVWRA be subject to a penalty for late payment which exceeds one and one-half percent (1.5%) of the total invoice amount.

5. Suspension/Termination of the Services.

5.1 By VVWRA. VVWRA shall have the right to suspend or terminate all or any portion of the Services without cause upon ten (10) business days written notice to Consultant. In the event of a suspension, Consultant shall make a good faith effort to reschedule the Services, however, VVWRA and Consultant shall agree upon any increased cost arising as a result of such rescheduling. If Consultant is not available to reschedule the Services, then either party may immediately terminate this Agreement. VVWRA shall have the right to immediately suspend all or any portion of the Services in the event that Consultant is in breach of its obligations hereunder and VVWRA shall have the right to terminate this Agreement if such breach is not cured, if such breach is curable, within ten (10) days of notice thereof.

5.2 By Consultant. Consultant shall have the right to suspend the Services in the event that (i) VVWRA has not made a payment due hereunder within fifteen (15) days of the date it is due; (ii) VVWRA has not made available any information, data or personnel necessary for completion of the Services within fifteen (15) days of the date of the request; or (iii) VVWRA fails to perform any other material obligation of VVWRA hereunder. Consultant shall have the right to terminate this Agreement if any of the foregoing breaches is not cured, if such breach is curable, within fifteen (15) days of notice thereof.

5.3 Effect of Termination. Upon a termination of this Agreement by VVWRA without cause or a termination by Consultant for cause, all amounts for Services actually performed shall immediately become due and payable.

6. Insurance Requirements. Consultant shall comply with the "Insurance Requirements" of VVWRA which are attached hereto as Exhibit "C" and included as a part of this Agreement.

7. Non-Disclosure Agreement. All information and data disclosed by VVWRA to Consultant in connection with the Services and the work product prepared by Consultant shall be governed by the terms of the Non-Disclosure Agreement which is attached hereto as Exhibit "D".

8. Indemnity.

8.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold VVWRA, elected officials, officers, employees, agents, successors and assigns free and harmless from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Consultant shall defend, with counsel approved by VVWRA and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the above subsection that may be brought or instituted against VVWRA or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against VVWRA or its elected officials, officers, employees, agents, successors and assigns as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse VVWRA for the cost of any settlement paid by VVWRA or its elected officials, officers, employees, agents, successors and assigns as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for VVWRA's attorney's fees and costs, including expert witness fees. Consultant shall reimburse VVWRA and its elected officials, officers, employees, agents, successors and assigns, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by VVWRA, elected officials, officers, employees, agents, successors and assigns.

9. Arbitration. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of San Bernardino, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement (the "Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters

which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.

10. Interpretation and Parol Evidence. This writing is intended by the Parties as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive description of the terms of their agreement. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

11. Applicable Law. This Agreement shall be governed by the laws of the State of California as effective and in force on the date of this Agreement.

12. Attorney's Fees. The prevailing party in any action to enforce any provision of this Agreement shall be entitled to its reasonable attorney's fees and costs.

13. Situs/Venue. This Agreement shall be deemed to have been made in San Bernardino County, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise in connection with this Agreement, including the enforcement of Section 9 (Arbitration) shall be conducted in a federal or state court located within or for San Bernardino County, California. Consultant CONSENTS TO PERSONAL JURISDICTION AND VENUE IN ANY FEDERAL OR STATE COURT LOCATED WITHIN OR FOR SAN BERNARDINO COUNTY, CALIFORNIA, AND HEREBY WAIVES ANY DEFENSES OR OBJECTIONS THERETO INCLUDING DEFENSES BASED ON THE DOCTRINE OF FORUM NON CONVENIENS.

14. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Agreement which has been executed by the designated representative of each party.

15. Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

16. Notice. All notices shall be given to the other party at the address set forth below. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving party.

17. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Agreement without the consent of VVWRA.

18. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

19. Obligations Subject to Applicable Laws. Consultant hereby acknowledges and agrees that VVWRA is a public agency which is subject to certain requirements and limitations. This Agreement and the obligations of VVWRA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

20. Documentation. The Parties hereby acknowledge that they have reviewed the following additional documents which are attached to this Agreement and made a part hereof and agree to be bound by the terms and conditions set forth in same:

- | | |
|--|---------------|
| Exhibit "A" - Scope of Work | Initial _____ |
| Exhibit "B" - Schedule of Fees | Initial _____ |
| Exhibit "C" - Insurance Requirements | Initial _____ |
| Exhibit "D" - Non-Disclosure Agreement | Initial _____ |

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
AS OF THE DATE FIRST SET FORTH ABOVE.

VVWRA

VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY, a California joint
powers authority

By: _____
Name: Darron Poulsen
Title: General Manager

20111 Shay Rd,
Victorville, CA 92394

Phone: (760) 246-8638
Fax: (760) 948-9897
Email: dpoulsen@vvwra.com

Consultant:

Larry Walker and Associates
A California Corporation

By: _____
Name: Brian M Laurenson
Title: Executive Vice President

1480 Drew Avenue
Suite 100
Davis, CA 95618

Phone: (530) 753-6400
Fax: (530) 753-7030
Email: brianl@lwa.com

EXHIBIT “A”

SCOPE OF WORK

LWA will prepare the required report on an annual basis for the 2022/23, 2023/24 and 2024/25 fiscal years according to the following tasks:

Task 1. Wastewater, Percolation Pond, and Recycled Water Monthly, Quarterly, and Annual Reporting

LWA will compile and prepare for submittal the monthly recycled water, quarterly wastewater (DMR), and annual recycled water and wastewater monitoring reports as required by the Monitoring and Reporting Programs (MRPs), as follows:

1. Preparing three monthly recycled water (3W) reports, as required by VVWRA’s permits, including:
 - a. Victor Valley Wastewater Reclamation Authority (VVWRA and City of Victorville; Westwinds Golf Course Water Recycling Requirements, Order No. R6V-2003-028 (Regional Facility);
 - b. Apple Valley Subregional Wastewater Reclamation Plant, Order No. R6V-2013-0004 (Apple Valley WRP);
 - c. Hesperia Subregional Wastewater Reclamation Plant, Order No. R6V-2013-0005 (Hesperia WRP);
2. Preparing quarterly reports as required by the following MRPs:
 - a. VVWRA’s Regional NPDES permit, Order No. R6V-2020-0028, which requires quarterly DWR reports, including DMR data submittal, SMR data upload, coverletter, report, and attachments;
 - b. VVWRA’s Percolation Pond and Biosolids Waste Units Order No. R6V-2012-0058, which requires quarterly reports, including tabular influent and effluent percolation pond data (flow, freeboard, biosolids, groundwater levels) and an evaluation of compliance with percolation pond discharge limits;
3. Preparing annual reports required by VVWRA’s permits, including:
 - a. **Annual Percolation Pond Report** (R6V-2012-0058) – Due Feb 1. LWA will use influent, effluent, pond levels, and sludge monitoring data to create tables and graphs and prepare a compliance assessment, as required by Section II.D of the MRP;
 - b. **Annual Biosolids Report** (EPA Regulations 503.18, 503.28, 503.48) – Due Feb 19. LWA will use biosolids data collected during 2021 to complete the EPA Annual Biosolids Report form for submittal on the CDX website;

- c. **Annual Facility Monitoring Report and Discharge Monitoring Report (R6V-2020-0028)** – Due Mar 1. LWA will summarize effluent and receiving water data collected during the monitoring year in tabular and graphical form, and compile the annual data and enter it into DMR Form 001-Y (EPA Form 3320-1) for submittal via CIWQS;
- d. **Annual Recycled Water Report (WQ 2016-0068-DDW and R6V-2003-028)** – Due Apr 1. LWA will prepare a summary table of all recycled water Users and use areas, a summary of all inspections and enforcement activities, an evaluation of the compliance record and summary of corrective actions taken or planned to achieve full compliance, an evaluation of treatment facility performance, tabular and graphical summaries of the monitoring data, and contact information for the recycled water operator, as required by Reporting Section A of Order WQ 2016-0068-DDW. LWA will also prepare documentation of application at agronomic rates for any irrigation uses.

LWA will provide requests for data and information to VVWRA staff to acquire all necessary data to complete the various reports described in this scope. LWA will compile and review the data to facilitate preparation of reports to meet permit requirements. Draft reports will be prepared and submitted to VVWRA with sufficient time for revisions based on VVWRA's comments.

Task 2. Pretreatment Program Assistance

LWA will assist with the preparation of the Annual Pretreatment Report required by permit R6V-2020-0028 (Due Mar 1, 2023). LWA will summarize influent, effluent, and biosolids data collected during the monitoring year and update facility information and inspection results using data provided by VVWRA.

Task 3. Regulatory Assistance

LWA will assist with regulatory issues and questions that may arise as a result of new regulations that may impact VVWRA or in response to concerns regarding permit requirements. Work under this task will only be conducted at the request of VVWRA staff. Under this task (if requested), LWA will request and compile drinking water well data (1W) for 2022 and prepare the 2022 Consumer Confidence Report in 2023.

Task 4. Project Management

Under this task, LWA will review project status and budget and conduct general communication with VVWRA.

EXHIBIT "B"

SCHEDULE OF FEES**SCHEDULE AND BUDGET**

LWA can complete the reports by the specified dates in the table below assuming timely receipt of information from VVWRA staff.

Task	Report	Permit Order No.	Section(s)	Due Date ¹
1	Monthly Recycled Water Reports – Regional	No. R6V-2003-028	MRP II.C	Jul 1, 2022 (x3) Aug 1, 2022 (x3) Sep 1, 2022 (x3) Oct 1, 2022 (x3)
1	Monthly Recycled Water Reports – Subregional	R6V-2013-0004 R6V-2013-0005	MRP II.B.1	Nov 1, 2022 (x3) Dec 1, 2022 (x3) Jan 1, 2023 (x3) Feb 1, 2023 (x3) Mar 1, 2023 (x3) Apr 1, 2023 (x3) May 1, 2023 (x3) Jun 1, 2023 (x3)
1	Quarterly DWR Reports	R6V-2020-0028	MRP Table E-9	Aug 1, 2022 Nov 1, 2022 Feb 1, 2023 May 1, 2023
1	Quarterly WDR Reports	R6V-2012-0058	MRP II.C	Jul 30, 2022 Oct 30, 2022 Feb 1, 2023 Apr 30, 2023

Task	Report	Permit Order No.	Section(s)	Due Date ¹
1	Annual Percolation Pond Report	R6V-2012-0058	MRP II.D	Feb 1, 2023
1	Annual Biosolids Report	EPA Regulations	-	Feb 19, 2023
1	Annual Facility Monitoring Report	R6V-2020-0028	MRP X.D.4	Mar 1, 2023
1	Annual Discharge Monitoring Report	R6V-2020-0028	MRP X.C	Mar 1, 2023
1	Annual Recycled Water Report	WQ 2016-0068-DDW	MRP A	Apr 1, 2023
2	Annual Pretreatment Report	R6V-2020-0028	MRP X.D.1	Mar 1, 2023
3	Consumer Confidence Report	-	-	2023

¹This schedule will be repeated for the 2023/24 and 2024/25 fiscal years

The above tasks will be conducted for a cost not to exceed \$70,000 per year on a time and materials basis according to our standard billing rates, which are attached and updated each year on July 1st. An estimated breakdown by task is shown in the table below.

Larry Walker Associates Cost Estimate for Annual VVWRA Reporting								
Task	Hourly rate ^[a]	Project Manager	Senior Staff	Project Staff IIA	Project Staff IIB	Contract Administrator	Total Hours	Total Costs
		\$290	\$259	\$224	\$198	\$138		
1	Wastewater, Percolation Pond, & Recycled Water Reporting							
	Annual Percolation Pond Report	1		6			7	\$1,634
	Annual Biosolids Report	1		6			7	\$1,634
	Annual Facility Monitoring Report & DMR	2		30			32	\$7,300
	Annual Recycled Water Report	2		12			14	\$3,268
	Monthly recycled water reports (3), quarterly SMRs & DMRs, quarterly percolation pond reports			84			84	\$18,816
	Task 1 Sub-total	6		138		0	144	\$32,652
2	Pretreatment Program Assistance			12		0	12	\$2,688
3	Regulatory Assistance	10		8		0	18	\$4,692
4	Project Management	22		4		16	42	\$9,484
TOTAL PROJECT COSTS		38		162		16	216	\$49,516

[a] LWA hourly rates in effect from July 1, 2022 to June 30, 2023. Rates are updated July 1 each year



LARRY WALKER ASSOCIATES
2022-2023 RATE SHEET
Effective July 1, 2022 – June 30, 2023

TITLE	RATE (\$/Hour)	REIMBURSABLE COSTS	
Administrative	\$ 96	Travel	
Contract Coordinator	\$138	Local Mileage	Current IRS Rate
AR/AP Manager	\$138	Transportation	Actual Expense
Graphic Designer	\$128	Auto Rental	Actual Expense
Senior Graphic Designer	\$166	Fares	Actual Expense
Project Staff I-C	\$133	Room	Actual Expense
Project Staff I-B	\$161	Subsistence And Per Diem Meals ⁽¹⁾	Current GSA Rate
Project Staff I-A	\$187	Report Reproduction And Copying:	
Project Staff II-B	\$198	Per Color Copy, In-House	\$0.89
Project Staff II-A	\$224	Per Black And White Copy, In-House	\$0.08
Senior Staff I	\$241	Per Binding, In-House	\$1.95
Senior Staff II	\$259	Special Postage And Express Mail:	Actual Expense
Associate I	\$275	Third-Party Material Preparation	Actual Expense
Associate II	\$290	Other Direct Costs:	Actual Expense
Vice President	\$310	Daily Equipment Rental Rates:	
Executive Vice President	\$325	Single Parameter Meters & Equipment	\$30.00
Senior Executive	\$340	Digital Flow Meter	\$60.00
President	\$340	Multi-Parameter Field Meters & Sondes	\$100.00
		Dye/Tracer Mapping Or Residence Time	\$200.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle And All Equipment)	\$200.00
		Subcontractors:	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at gsa.gov

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the duration of the contract, the insurance coverage which is specified in this Exhibit "B" against claims which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees.

2. VERIFICATION OF COVERAGE

Consultant shall furnish the VVWRA with certificates evidencing coverage required above. Copies of required endorsements must be attached to provided certificates.

3. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than (only those checked shall apply):

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: Statutory

Errors and omissions, professional liability: \$2,000,000 per claim.

4. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the VVWRA. Payment of deductibles or self-insured retention shall be the sole responsibility of Consultant.

5. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- The "Retro Date" must be shown, and must be on or before the date of the contract or the beginning of contract work.

- Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract.
- If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract.
- A copy of the claims reporting requirements must be submitted to the VVWRA for review.

6. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- VVWRA, its members, directors, officers, and employees are to be covered as additional insureds as respects.
- For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the VVWRA, its members, directors, officers and employees. Any insurance or self-insurance maintained by the VVWRA shall be in excess of Consultant's insurance and shall not contribute with it.
- Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to VVWRA, its members, directors, officers and employees.
- Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against VVWRA, its members, directors, officers, and employees, which might arise by reason of payment under such policy in connection with work performed under this agreement by Consultant.

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers holding a current A.M. Best's rating of no less than Category A. The VVWRA may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance.

EXHIBIT "D"

NON-DISCLOSURE AGREEMENT

VALLEY WASTEWATER RECLAMATION AUTHORITY

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement is entered into between Victor Valley Wastewater Reclamation Authority (the "Authority") and the undersigned professional services consultant (referred to herein as the "Consultant") of the Authority.

In consideration of Consultant's engagement as an independent professional services provider with the Authority, Consultant agrees to the following:

Recitals

- (a) The Authority is a joint powers authority which owns and operates a wastewater collection and treatment system.
- (b) Consultant acknowledges the confidential nature of all information disclosed to the Consultant or generated in the performance of services by the Consultant for the Authority, and whether or not this agreement is executed prior to the commencement of engagement by Consultant, the Consultant was and is aware that the protection of such information as set forth in this Agreement was and is a condition to the Authority's disclosure of information and continuing engagement of Consultant.

As a condition to the Authority employing or engaging Consultant and in consideration of the compensation paid to Consultant, Consultant hereby acknowledges and agrees with Authority as follows:

1. **Definition of Confidential Information.** As used in this Agreement, the term "Confidential Information" means proprietary and/or confidential information that Authority has or will develop, compile, or own, or that Authority receives under conditions of confidentiality from its member agencies. Confidential Information includes not only information disclosed by Authority (including its employees, agents, independent contractors, and consultants) to Consultant in connection with Consultant's duties, but also information (including inventions) developed or learned by Consultant during the course of the engagement with Authority. Confidential Information is to be broadly defined and includes (i) all information that has been or could have commercial value or other utility in the business in which Authority is engaged or in which

it contemplates engaging and (ii) all information that, if disclosed without authorization, could be detrimental to the interest of Authority, whether or not such information is identified as Confidential Information by Authority. By example and without limitation, Confidential Information includes all information on techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, and projections.

2. Effective Date. This Agreement will be effective as of the earlier of (i) commencement of engagement by the Consultant with Authority or (ii) the date and time at which any Confidential Information was or is first disclosed to Consultant.

3. Member Agency Enforcement. It is acknowledged and understood that the terms and covenants in this Agreement are for the benefit of both the Authority and the member agencies on whose behalf the Authority performs services. Accordingly, any member agency who discloses information to the Authority under an obligation of confidentiality or for whom the Authority provides services shall have the right to enforce the terms of this Agreement as a third party beneficiary.

4. Protection of Authority's Confidential Information.

(a) At all times during and after the Consultant's term of engagement, Consultant will hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party any Confidential Information, except in the course of Consultant's engagement with Authority and for the benefit of Authority. Consultant will not cause the transmission, removal, or transport of Confidential Information from Authority's place of business without the prior written approval of the General Manager or other individual designated by the Authority. Notwithstanding the foregoing, to the extent that Consultant makes use of non-Authority office space with the consent of the Authority, then Consultant may transport such documents as are necessary to efficiently use such office, provided, however, that Consultant will keep documents in a secure location and shall not transmit documents electronically or in digital form without making use of appropriate security protocols acceptable to the Authority.

(b) Consultant further agrees that it will hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party the contents of any work product, report, analysis or assessment produced by Consultant for Authority without Authority's written consent, provided, however, that Authority acknowledges and agrees that any techniques, processes, analytical tools or other proprietary know-how used by Consultant in the production of work product for Authority shall remain the property of Consultant and shall not be subject to the terms of this Agreement.

(c) Consultant shall ensure that all employees and sub-contractors who provide services for Authority on Consultant's behalf are informed of the obligations contained in this Agreement.

5. Exceptions. Without granting any right or license, Authority agrees that the restrictions set forth in Section 4 above shall not apply with respect to any information that (i)

through no improper action or inaction by Consultant or its employees, sub-contractors and affiliates, is generally available or known to the public; (ii) was in possession or known by it prior to receipt from Authority, which prior possession can be documented by written evidence; (iii) was rightfully disclosed to it by a third party provided Consultant complies with any restrictions imposed by said third party, or (iv) was independently developed without use of any Confidential Information of Authority by employees of Consultant who had no access to such information. Consultant may make disclosures required by court order providing Consultant uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and notifies Authority as promptly as reasonably possible of the required disclosure.

6. Termination or Completion of Services. (a) Upon the completion or termination of Consultant's engagement with the Authority, at Authority's request, Consultant shall either destroy or promptly return to Authority all documents and data disclosed during the course of Consultant's engagement and the Confidential Information, whether prepared by Consultant or otherwise, coming into Consultant's possession or control. Notwithstanding the foregoing, Consultant may retain copies of the work product delivered to Authority for archival purposes and Confidential Information that is contained in work papers used by Consultant in preparing such work product.

(b) Following the termination of Consultant's engagement, Consultant will protect the value of the Confidential Information and will take reasonable precautions to prevent its misappropriation or disclosure. Consultant will not disclose or use any Confidential Information for Consultant's benefit or the benefit of any third party, or to the detriment of Authority or its member agencies.

7. Notices. Any notice, report or statement required or permitted under this Agreement will be considered to be given or transmitted when personally delivered or sent by overnight courier, which Notice will be effective on receipt by recipient. The record addresses of the parties shall be as set forth on the signature page, subject to change upon written notice in accordance with this provision.

8. Amendment. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement will be binding unless it is in writing and signed by both parties.

9. No Waiver. No waiver of a breach, failure of any condition or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

10. Attorney Fees. In any litigation, arbitration or other proceeding by which one party, including a third party beneficiary, either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the party receiving injunctive relief or the greater sum of damages will be awarded reasonable

attorney fees, together with any costs and expenses, incurred in connection with any such dispute or proceeding or to enforce the final judgment.

11. **Governing Law.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined by California law, including any laws that direct the application of the law of another jurisdiction.

12. **Venue.** Venue for any action brought to enforce the terms of this Agreement shall be in the courts of the County of San Bernardino and Consultant hereby submits to the jurisdiction of said courts.

13. **Severability.** Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

14. **Binding Effect.** This Agreement will inure to the benefit of and be binding on the successors and assigns of Authority and Consultant.

15. **Integration.** This Agreement, and all other agreements and exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

16. **Subcontractors.** All subcontractors which shall provide services to Authority under the supervision of Consultant shall sign the acknowledgement attached to this Agreement.

17. **Warning of Effect of Agreement.** CAUTION: THIS AGREEMENT RESTRICTS CONSULTANT'S RIGHT TO DISCLOSE OR USE AUTHORITY'S CONFIDENTIAL INFORMATION DURING OR AFTER SAID ENGAGEMENT.

18. Signature Block. CONSULTANT HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS.

VVWRA

VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY, a California joint
powers authority

By: _____
Name: Darron Poulsen
Title: General Manager

20111 Shay Rd,
Victorville, CA 92394

Phone: (760) 246-8638
Fax: (760) 948-9897
Email: Dpoulsen@vvwra.com

CONSULTANT

Larry Walker Associates

By: _____
Name: _____
Title: _____

Phone: _____
Fax: _____
Email: _____



**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: August 18, 2022

SUBJECT: A RECOMMENDATION TO THE BOARD OF COMMISSIONERS TO CONSIDER AND PROVIDE DIRECTION ON A REDUCTION OR REPAYMENT TERMS FOR REQUIRED CONNECTION FEES FOR THE LOS RANCHOS MOBILE HOME PARK IN THE TOWN OF APPLE VALLEY

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

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners consider and provide direction on a reduction or repayment terms for the required connection fees for the Los Ranchos Mobile Home Park in the Town of Apple Valley

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

The Los Ranchos Mobile Home Park is located with the Town of Apple Valley and has over 350 residents. This park has been in existence for a number of years and was developed prior to the existing Town of Apple Valley’s sewer collection system. Due to the size of the park septic tanks were not an option and as such the facility has been operating a small wastewater treatment plant to deal with the onsite wastewater discharged by the residents. Today the plant treats over 30,000 gallons of wastewater per day.

The Los Ranchos MHP is in the process of replacing and upgrading the plant and while performing this work they have determined that some of their percolation ponds are no longer percolating water at an adequate rate to keep up with their processes. The Lahontan Water Board oversee the operations of this plant and has reached out to the Town of Apple Valley and VVWRA to help eliminate future concerns should this package plant not be able to operate or if the percolation ponds no longer have sufficient capacity. The Lahontan staff is seeking grant monies to help make a sewer connection to the Town of Apple Valley that would ultimately flow

to VVWRA's Apple Valley Sub-Regional Facility. In addition to the money to install the connection Los Ranchos would also be responsible for payment of the necessary connection fees to the Town of Apple Valley and VVWRA.

The Lahontan staff and staff from the Town and VVWRA have met several times to discuss what the Town and VVWRA are able to do to help rectify this concern. The financial burden of these connection fees has been a limiting factor in the past to making the sewer connection. The Lahontan staff has asked that we seek direction from our elected bodies to consider whether they would be amenable to a reduction of these connection fees. The projected connection fee amount for VVWRA would be \$1,800,000. Both staff from the Town and VVWRA have said that is not a likely possibility, but that we may be willing to offer repayment terms.

It is recommended that the Board of Commissioners consider and provide direction on a reduction or repayment terms for the required connection fees for the Los Ranchos Mobile Home Park in the Town of Apple Valley