

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION**

In the matter of:

<b>CITY OF VICTORVILLE</b>	<b>Order No. R6V-2020-0001 (Proposed)</b>
<b>No. R6V-2016-0042 for Administrative Civil Liability</b>	<b>Settlement Agreement and Stipulation for Entry of Order; Order (Proposed)</b>

**Section I: Introduction**

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Settlement Agreement and Stipulation for Order) is entered into by and between the California Regional Water Quality Control Board, Lahontan Region Prosecution Team (Prosecution Team) and the City of Victorville (City) (collectively, "Parties"), and is presented to the California Regional Water Quality Control Board, Lahontan Region (Lahontan Water Board), for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

**Section II: Recitals**

1. The City owns and operates its own wastewater collection system and associated infrastructure facilities within the city limits, in San Bernardino County. The collection system consists of 1.1 miles of force mains/pressure lines, and 437 miles of gravity lines. There are approximately 27,400 service lateral connections. The City discharges an average of 9.6 million gallons per day to the Victor Valley Wastewater Reclamation Authority (VWVRA) interceptor system at six locations.
2. The City is subject to the requirements set forth in State Water Resources Control Board (State Water Board) Order No. 2006-0003-DWQ and its monitoring and reporting program contained in Order No. WQ 2013-0058-EXEC (collectively, the "Permit"). The Permit establishes requirements to operate and maintain collection systems by prescribing statewide general waste discharge requirements for all sanitary sewer systems greater than one mile that collect and/or convey wastewater to a publicly-owned treatment facility. The City is enrolled in the Permit program and is subject to its waste discharge requirements.
3. Administrative Civil Liability Complaint No. R6V-2016-0042 (the Complaint) was issued July 1, 2016 and recommends imposing an administrative civil liability totaling \$6,300,250 for alleged violations of the Permit. The Complaint alleges six sanitary sewer overflows spanning March 5, 2014 through May 11, 2016 (Violations 1-6); failure to cleanup a sanitary sewer overflow from September 6, 2015 through

March 8, 2016 (Violation 7); and failure to properly manage, operate, and maintain all parts of its sanitary sewer from March 5, 2014 through December 9, 2015 (Violation 8).

4. This Settlement Agreement and Stipulation for Order effectively dismisses Violations 7 and 8. The conduct alleged in those violations has been considered in the factor analysis for the discharge violations.
5. This Settlement Agreement and Stipulation for Order alleges and resolves three additional violations that occurred after the Complaint was issued and therefore, are not alleged in the Complaint. Violation 9 is for a sanitary sewer overflow that occurred January 26, 2017 in which approximately 68,750 gallons of raw sewage discharged from three manholes into a wash and infiltrated into the soil. Violation 10 is for a sanitary sewer overflow that occurred February 9, 2017 in which approximately 953 gallons of raw sewage discharged from a City sewer cleanout into a modified ephemeral stream tributary to the Mojave River, infiltrating into the soil. Violation No. 11 is for a sanitary sewer overflow that occurred June 12-13, 2017 in which approximately 393,000 gallons of raw sewage discharged from a manhole into an earthen drainage channel (Santa Fe Channel), infiltrating into the soil.
6. On November 17, 2009, the State Water Board adopted Resolution No. 2009-0083 amending the Water Quality Enforcement Policy (Enforcement Policy). The Enforcement Policy was approved by the Office of Administrative Law and became effective on May 20, 2010. The Enforcement Policy establishes a methodology for assessing administrative civil liability. The Prosecution Team considered and followed the methodology set forth in the Enforcement Policy for the discharge violations identified by Section II, Paragraphs 3 and 5, above. The methodology for these violations is presented in Attachment A, which is attached hereto and incorporated herein by reference. The methodology also includes information regarding cleanup and maintenance activities that the City provided to the Prosecution Team after the Complaint was issued.
7. To resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code and the Permit set forth in the Complaint, amended by Paragraph 4, and alleged in Paragraph 5 of Section II of this Settlement Agreement and Stipulation for Order, the Parties have agreed to the imposition of \$1,500,000 against the City as full settlement for all violations identified and/or amended by Section II, Paragraphs 3 through 5, above. Payment of \$750,000 to the State Water Resources Control Board Cleanup and Abatement Account is due no later than 30 days following the Lahontan Water Board or its delegate issuing the proposed Order as final. The remaining \$750,000 in liability shall be suspended upon completion of a Supplemental Environmental Project (SEP) for Septic System Conversion to Sanitary Sewer Grant or Financial Assistance in conjunction with the Mojave Integrated Regional Water Management Plan.

8. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Settlement Agreement and Stipulation for Order to the Lahontan Water Board for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the specific violations alleged in the Complaint, as amended by this Settlement Agreement and Stipulation for Order, except as provided herein, in this Stipulation, and that this resolution is in the best interest of the public.

### **Section III: Stipulations**

The Parties stipulate to the following:

9. **Administrative Civil Liability:** The City hereby agrees to pay the administrative civil liability totaling \$1,500,000 as set forth in Paragraph 7 of Section II herein. Further, the City agrees that \$750,000 of this administrative civil liability shall be suspended pending completion of a SEP as set forth in Paragraph 11 of Section III herein, and Attachment B, incorporated herein by reference.
10. **Payment:** The City will make a payment of \$750,000 to the State Water Resources Control Board Cleanup and Abatement Account within 30 days of the Lahontan Water Board or its delegate issuing the proposed Order as final. The check or money order shall reference Administrative Civil Liability Order No. R6V-2020-0001 and be submitted to:

State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888

The City shall email a copy of the check to: [Lahontan@waterboards.ca.gov](mailto:Lahontan@waterboards.ca.gov).  
Subject Line: City of VVL ACL Payment

11. **Description of SEP:** The City will establish a grant program to assist residents and commercial property owners in connecting into the City sewer system and properly abandoning their septic systems in the Old Town area of the City. The City will also manage construction activities necessary to connect such properties to the City sewer system. Many of the septic systems in the Old Town area of the City are in close proximity to the Mojave River and/or have high groundwater conditions. Such conditions often result in adverse impacts to groundwater quality and cause potential threats to public health.

The connection fees and construction costs to connect to the City's sewer system

have proven cost-prohibitive for several property owners in the project area, identified as disadvantaged by the California Environmental Protection Agency's CalEnviroScreen System (CalEPA, Office of Environmental Health Hazard Assessment, CalEnviroScreen 3.0, <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.) The sewer connection grant program will assist such property owners, allowing them to connect to the City sewer system and cease discharging domestic wastewater to onsite wastewater treatment systems. Priority projects for this program will include an area in Old Town where properties are adjacent to an existing sewer main and usually only require a lateral connection to connect to the sewer system. Additional criteria elevating a property's priority for connection include those in close proximity to known contaminants (e.g., petroleum hydrocarbons, chlorinated hydrocarbons) and properties with a failing septic system that must connect to the sewer system in accordance with the City's codes.

12. **SEP Policy:** The SEP meets the characteristics of an acceptable SEP as specified in the State Water Board's Policy on Supplemental Environmental Projects, December 5, 2017 ("SEP Policy"), as follows:

- a. Environmentally beneficial – The SEP must improve, protect, or reduce risks to public health or the environment.

The SEP will improve groundwater quality by eliminating the septic tank waste discharges and associated pollutants to the groundwater from the properties connecting to the City sewer system. Doing so will reduce the risks to public health and the environment by reducing high nutrient (e.g., nitrogen) and bacteria levels caused by septic tank waste discharges in areas of high groundwater and in close proximity to surface waters (Mojave River).

- b. "Voluntarily" agrees to undertake – The SEP shall not be an action, process, or product that is otherwise required of the settling party by any rule or regulation of any federal, state, or local entity, or that is proposed as mitigation to offset the impacts of a settling party's project(s).

The SEP is not otherwise required of the City by any rule or regulation of any federal, state, or local entity. The SEP is also not required as mitigation to offset the impacts of any City project(s).

- c. In settlement of an enforcement action – The settling party's commitment to perform the SEP is included in a legally enforceable settlement document; the Water Board has had the opportunity to review and comment on the scope of the project selected by the settling party and recommended by staff before it is implemented; and the project is not commenced until after the Water Board has identified a violation and the stipulated order is in effect.

The City's commitment to implement the SEP is included in this Settlement Agreement and Stipulation for Order, a legally enforceable settlement document. The Water Board has been provided an opportunity to review and comment upon the scope of the SEP during the 30-day public comment period and during the Board meeting at which it considered adopting this Settlement Agreement and Stipulation for Order. The project has not commenced and will not commence prior to the adoption of this Settlement Agreement and Stipulation for Order.

- d. To offset a portion of a civil penalty – The Water Board may allow a settling party to satisfy up to 50 percent of the monetary assessment imposed in an administrative civil liability order arising out of a settlement by completing or funding one or more eligible SEPs.

The amount of the administrative civil liability being satisfied by the SEP is \$750,000, 50 percent of the total administrative civil liability imposed by this Settlement Agreement and Stipulation for Order.

13. **Lahontan Water Board SEP Program:** The Lahontan Water Board's SEP Program was established with the adoption of Resolution No. R6T-2014-0014 (February 12, 2014). The SEP Program supports establishing partnerships with independent third parties (partnership organizations) to identify, publicly review and select, and implement SEPs consistent with the SEP Policy and Lahontan Water Board's expressed priorities.

The Lahontan Water Board established such a partnership with the Mojave Integrated Regional Water Management (IRWM) Plan Implementation Support Team through the adoption of Resolution No. R6T-2016-0005 (February 11, 2016). On April 10, 2017, the Mojave IRWM Plan Implementation Support Team submitted to the Lahontan Water Board Executive Officer a request to, in part, add the subject SEP (City of Victorville Septic System Conversion to Sanitary Sewer Grant Program) to its "SEP Approved Project List." On July 31, 2017, the Lahontan Water Board Executive Officer accepted the SEP into the Lahontan Water Board's SEP Program, affirming that the SEP satisfies the Lahontan Water Board's SEP Qualification Criteria. The July 31, 2017 letter also affirms that the City is a Partnership Organization pursuant to Resolution No. R6T-2016-0005; and therefore, authorized to implement the SEP.

14. **SEP Completion Date:** The SEP shall be completed in its entirety no later than **November 29, 2021** ("SEP Completion Date"). If other circumstances beyond the control of the City prevent completion of the SEP by that date, the Executive Officer, or the Executive Officer's delegate, may extend the SEP Completion Date in writing. The City must send its request for an extension in writing with the necessary justification to the Executive Officer a minimum of 30 days prior to the SEP Completion Date.

15. **Representations of the City:** As a material consideration for the Lahontan Water Board's acceptance of this Settlement Agreement and Stipulation for Order, the City represents that it will utilize the funds outlined in Paragraph 9 in accordance with the schedule for performance contained in the SEP proposal in Attachment B. The City understands that its promise to implement the SEP, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the City and Lahontan Water Board. The City represents that it will spend the SEP amount as described in this Settlement Agreement and Stipulation for Order, and that within 30 days of the completing the SEP, it will provide written certification, under penalty of perjury, that the City followed all applicable environmental laws and regulations in implementing the SEP including the California Environmental Quality Act (CEQA) (14 CCR § 15000 et seq.) and the federal Clean Water Act (33 U.S.C. § 1251 et seq.).
16. **Publicity:** Whenever the City or its agents or subcontractors publicizes one or more elements of the SEP, it shall state in a **prominent manner** that the project is being undertaken as part of the settlement of an enforcement action by the Lahontan Water Board against the City.
17. **Progress Reports:** The City shall provide quarterly progress reports as follows:

<b>Monitoring Period</b>	<b>Report Due Date</b>
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

The first quarterly progress report is due May 1, 2020. The progress reports shall at a minimum, provide the following information:

- a. A description of SEP activities conducted during the Monitoring Period;
  - b. An accounting of SEP expenditures for the Monitoring Period; and
  - c. A description of SEP activities planned for the next Monitoring Period.
18. **Certification of Expenditures:** Within 30 days of completing the SEP, the City shall submit a certified statement by a responsible official documenting the City's expenditures in implementing the SEP. In making such certification, the official may rely upon normal City project tracking systems that capture employee time expenditures and external payments to outside vendors or contractors. The City

shall provide any additional information requested by the Lahontan Water Board staff that is reasonably necessary to verify the City's expenditures.

19. **Certification of Performance of Work:** A minimum of 30 days prior to commencing the SEP, the City shall submit documentation under penalty of perjury stating that the SEP meets or exceeds CEQA or any other relevant environmental law requirements. Before implementing the SEP, the City shall consult with other interested state agencies regarding potential impacts of the SEP. To demonstrate compliance with CEQA, the City shall provide copies to the Lahontan Water Board of:
- a) Categorical or statutory exemptions and/or Notice of Exemption;
  - b) Negative Declaration if there are no "significant" impacts;
  - c) Mitigated Negative Declaration if there are potential "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potential significant impacts; or
  - d) Environmental Impact Report if there are "significant" impacts.
20. **Third Party Audit:** Upon completing the SEP, or failure to complete the SEP, and at the discretion of the Lahontan Water Board, the Executive Officer, or the Assistant Executive Officer, the City, at its sole cost, shall submit a report prepared by an independent third party acceptable to the Lahontan Water Board, the Executive Officer, or the Assistant Executive Officer providing such third party's professional opinion that the City has expended money in the amounts claimed. Such information shall be provided to the Lahontan Water Board within three months of completing the SEP or failing to complete the SEP, or within three months of the Lahontan Water Board's request for the third-party audit.
21. **Lahontan Water Board Acceptance of Completed SEP:** Upon the City's satisfaction of its obligations under this Settlement Agreement and Stipulation for Order, the completion of the SEP, and any audits, the Lahontan Water Board, the Executive Officer, or the Assistant Executive Officer shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any of the City's further obligations under this Settlement Agreement and Stipulation for Order.
22. **Failure to Expend All Suspended Administrative Civil Liability Funds on the SEP:** In the event the City is not able to explain to the reasonable satisfaction of the Lahontan Water Board or its delegate that it has spent the entire SEP amount on the completed SEP, the City shall pay the difference between the suspended \$750,000 and the amount the City can reasonably demonstrate was actually spent on the SEP as an administrative civil liability.
23. **Failure to Complete the SEP:** If the SEP is not fully implemented within the SEP time schedule required by this Settlement Agreement and Stipulation for Order, or there has been a material failure to satisfy a milestone requirement, the City shall be

liable to pay the entire suspended amount of \$750,000, or some portion thereof less the value of the completion of any milestone requirement (e.g., a parcel's completed hookup to the sewer system). Unless otherwise ordered, the City shall not be entitled to any credit, offset, or reimbursement from the Lahontan Water Board for expenditures made on the SEP prior to the failure to complete the SEP. Upon a determination by the Lahontan Water Board or its delegate that an amount of the suspended liability is due, the amount owed shall be paid to the State Water Resources Control Board Cleanup and Abatement Account after service of the Lahontan Water Board's determination. In addition, the City may be liable for the Lahontan Water Board's legal costs and expert witness fees should the determination require a hearing before the Board. Payment of the assessed amount shall satisfy the City's obligations to implement the SEP in its entirety.

**24. Lahontan Water Board is not Liable:** Neither the Lahontan Water Board members nor the staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the City, its officers, employees, agents, representatives, or contractors in carrying out activities pursuant to the Settlement Agreement and Stipulation for Order; nor shall the Lahontan Water Board, its members, or staff be held as parties to or guarantors of any contract entered into by the City, its officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Settlement Agreement and Stipulation for Order. The City covenants not to sue or pursue any administrative or civil claim against any state agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Settlement Agreement and Stipulation for Order or the SEP.

**25. Compliance with Applicable Laws:** The City understands that payment of administrative civil liability in accordance with the terms of this Settlement Agreement and Stipulation for Order or compliance with its terms is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged may subject the City to further enforcement, including additional administrative civil liability.

**26. Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

**27. Matters Addressed by Stipulation:** Upon adoption by the Lahontan Water Board as an Order, this Settlement Agreement and Stipulation for Order represents a final and binding resolution and settlement of all claims, violations, or causes of action alleged in the Complaint and herein. The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadlines specified in Section III, Paragraph 10, and the City's full satisfaction of the obligations described in Section III, Paragraphs 14-20, and 22-23.



28. **Public Notice:** The City understands that this Settlement Agreement and Stipulation for Order will be noticed for a 30-day public review and comment period prior to consideration by the Lahontan Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Settlement Agreement and Stipulation for Order to the Lahontan Water Board or its delegate for adoption, the Prosecution Team Lead may unilaterally declare it void and decide not to present it to the Lahontan Water Board or its delegate. The City agrees that it may not rescind or otherwise withdraw its approval of this proposed Settlement Agreement and Stipulation for Order.
29. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting this Settlement Agreement and Stipulation for Order by the Lahontan Water Board and its review by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
30. **Interpretation:** This Settlement Agreement and Stipulation for Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The City is represented by counsel in this matter.
31. **Modification:** This Settlement Agreement and Stipulation for Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties and approved the Lahontan Water Board or its delegate. All approvals and decisions of the Lahontan Water Board under the terms of this Settlement Agreement and Stipulation for Order shall be communicated to the City in writing. No oral advice, guidance, suggestions or comments by employees or officials of the Lahontan Water Board regarding submissions or notices shall be construed to relieve the City of its obligation to obtain any final written approval required by this Order.
32. **If Order Does Not Take Effect:** In the event that this Settlement Agreement and Stipulation for Order does not take effect because it is not approved by the Lahontan Water Board or its delegate, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Lahontan Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Lahontan Water Board members or their advisors and any other objections that are premised in whole or

in part on the fact that the Lahontan Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Settlement Agreement and Stipulation for Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

- 33. **Waiver of Hearing:** The City has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Lahontan Water Board prior to the adoption of the Settlement Agreement and Stipulation for Order.
- 34. **Waiver of Right to Petition or Appeal:** The City hereby waives its right to petition the Lahontan Water Board's adoption of the Settlement Agreement and Stipulation for Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court. This explicit waiver of rights includes potential future decisions by the Lahontan Water Board, or its delegate related to this Settlement Agreement and Stipulation for Order, including, but not limited to time extensions, completion of SEP milestones, and other terms contained in this Settlement Agreement and Stipulation for Order.
- 35. **City's Covenant Not to Sue:** The City covenants not to sue or pursue any administrative or civil claim(s) against any state agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter covered herein.
- 36. **Authority to Bind:** Each person executing this Settlement Agreement and Stipulation for Order in a representative capacity represents and warrants that he or she is authorized to execute it on behalf of and to bind the entity on whose behalf he or she executes it.
- 37. **Effective Date:** The obligations under Section III, Paragraphs 9-11 and 14-23 of this Settlement Agreement and Stipulation for Order are effective and binding on the Parties only upon the entry of an Order by the Lahontan Water Board which incorporates the terms of this Stipulation.
- 38. **Severability:** This Settlement Agreement and Stipulation for Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.
- 39. **Counterpart Signatures:** This Stipulation may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be

deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team  
Lahontan Region

By: \_\_\_\_\_  
Scott C. Ferguson  
Supervising Water Resource Control Engineer

Date: \_\_\_\_\_

City of Victorville

By: \_\_\_\_\_  
Gloria Garcia  
Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andre De Bortnowsky  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chuck Buquet  
Risk Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Charlene Robinson  
City Clerk

Date: \_\_\_\_\_

**Order of The Lahontan Water Board**

40. This Order incorporates the foregoing Settlement Agreement and Stipulation for Order.

41. In accepting the foregoing Settlement Agreement and Stipulation for Order, the Lahontan Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385(e). The Lahontan Water Board's consideration of these factors is based upon information obtained by the Lahontan Water Board staff in investigating the allegations in the Complaint or otherwise provided to the Lahontan Water Board.

42. Issuance of this Settlement Agreement and Stipulation for Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the Lahontan Water Board. As such, it is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, title 14, sections 15307, 15308, and 15321. If the Lahontan Water Board determines that implementation of any plan required by this Order will have a significant effect on the environment that is not otherwise exempt from CEQA, the Lahontan Water Board will conduct the necessary and appropriate environmental review prior to approval of the applicable plan. The City will bear the costs, including the Lahontan Water Board's costs, of determining whether implementing the SEP required by this Order will have a significant effect on the environment and, if so, in preparing and handling any documents necessary for environmental review. If necessary, the City and a consultant acceptable to the Lahontan Water Board shall enter into a memorandum of understanding with the Lahontan Water Board regarding such costs prior to undertaking any environmental review.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Lahontan Region.

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Patty Z. Kouyoumdjian  
Executive Officer

Date: \_\_\_\_\_

Attachments:

Administrative Civil Liability Methodology  
City of Victorville SEP Proposal