

San Bernardino County  
Fire Protection District  
Hazardous Materials Section  
620 South "E" Street  
San Bernardino, CA 92415-0153  
Telephone: (909) 386-8401  
Facsimile: (909) 386-8460

In the Matter of:

) STIPULATION AND ORDER

OWNER'S NAME DBA  
NAME OF BUSINESS  
STREET ADDRESS  
CITY, STATE ZIP

)  
) [California Health and Safety Code  
) Section(s) ]  
)  
)

HM Case No.

Case File No.

San Bernardino County Fire Protection District, Hazardous Materials  
Section ("HMS"), on behalf of San Bernardino County ("County") as the Certified  
Unified Program Agency ("CUPA") in San Bernardino County, the County and  
[insert Owner's name in CERS] ("Respondent") enter into this Stipulation and  
Order as follows:

1. A dispute exists regarding the Enforcement Order issued by HMS on  
[insert date of Order], a copy of which is attached hereto as Attachment 1 and  
hereby incorporated by reference. This Enforcement Order alleges Respondent  
in violation of the following:

2. Respondent violated California Health and Safety Code ("CHSC")  
[list section(s)] by [provide the description of the violation(s)]. Pursuant to CHSC  
section(s) [list section(s)], Respondent is subject to an administrative penalty of

up to [list maximum penalty] for each [day/year] in which the violation occurs.

3. [In cases with multiple violations, list all alleged violations/citations and the penalties/citations associated with each violation – cut and paste from Order and include them all in this Paragraph 3 so that paragraphs below are not renumbered.]

4. Respondent is the owner of [insert business name] located at [address] in [City or region], California ("Site").

5. HMS [insert facts, for example, "inspected the Site and/or gave notification to Respondent on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_"].

6. [Insert any addition facts. For example, "The alleged violations were corrected on \_\_\_\_\_" or "The alleged violations have not been corrected." If there are no additional facts, please mark "Reserved" so the following paragraphs are not renumbered].

7. Respondent is alleged to be in violation of the above CHSC section(s) from \_\_\_\_\_, 20XX until \_\_\_\_\_, 20XX.

8. Jurisdiction exists pursuant to CHSC Section(s) [insert section(s)].

9. The parties wish to resolve this matter and to ensure prompt action to achieve the Schedule of Compliance below.

10. Respondent agrees that due process has been provided and waives any right to appeal and right to hearing in this matter.

11. This Stipulation and Order shall constitute full settlement of the violation(s) alleged above for the time period described in paragraph 7, above, so

1 long as Respondent fully complies with all terms of this Stipulation and Order.  
2 The execution of this Stipulation and Order does not limit HMS or the County  
3 from taking appropriate enforcement action for other or future violations not  
4 addressed in the Enforcement Order.  
5

6 12. By signing this Stipulation and Order, Respondent admits to the  
7 violation(s) as stated in this Stipulation and Order and agrees to comply with  
8 CHSC Section(s) [list all applicable sections] and pay the penalties and costs as  
9 described below for the violation(s).  
10

### 11 **SCHEDULE OF COMPLIANCE**

12 13. Based on the foregoing determination of violation(s), Respondent  
13 shall [insert compliance requirement(s)] within [insert number of  
14 days/deadline].  
15

16 14. Submittals: All submittals from the Respondent pursuant to this  
17 Stipulation and Order shall be provided electronically to:

18 California Environmental Reporting System (CERS)

19 Accessed at <http://cers.calepa.ca.gov>  
20

21 15. Communications: All approvals and decisions of HMS made  
22 regarding submittals and notification will be communicated to Respondent  
23 electronically via CERS. No informal advice, guidance, suggestions, or  
24 comments by HMS regarding reports, plans, specifications, schedules, or any  
25 other writing by Respondent shall be construed to relieve Respondent of the  
26 obligation to obtain such formal approvals as may be required.  
27  
28

16. HMS Review and Approval: If HMS determines that any reports, plans, specifications, schedules, or other document submitted for approval pursuant to this Stipulation and Order fails to comply with the Enforcement Order or this Stipulation and Order, HMS may return the document to Respondent with recommended changes and a date by which Respondent must submit to HMS a revised document incorporating the changes.

17. Liability: Nothing in this Stipulation and Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Stipulation and Order.

18. Government Liabilities: Neither HMS nor the County shall be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties in carrying out activities pursuant to this Stipulation and Order, nor shall HMS or the County be held as party to any contract entered into by Respondent or its agents carrying out activities pursuant to this Stipulation and Order.

## PENALTY AND COSTS

19. Based on the foregoing determination of violations, HMS and the County set the amount of Respondent's penalty at \$X,XXX.00 (per violation) per [day/year] or any portion thereof, for each [day/year] that the Respondent was in violation of each of the XX violations of the CHSC section(s) listed in paragraph 2 above, for the time period identified in paragraph 7, above, for a total of

\$XX,XXX.XX.

20. Respondent agrees to pay HMS, on behalf of the County, a total of \$XX,XXX.XX, of which \$XX,XXX.XX is a penalty and \$X,XXX.XX is reimbursement of HMS costs, no later than month, day, year payable by check, cashier's check, or money order. Respondent's payment shall be made payable to "San Bernardino County Fire Protection District" and shall identify the Respondent, the HM Case No. and the Case File No. as shown in the heading of this Stipulation and Order. Payment shall be mailed or delivered to 620 South "E" Street, San Bernardino, CA 92415-0153. Time is of the essence for each and every paragraph of this Stipulation and Order.

21. If Respondent fails to make payment as provided above or [insert any other compliance term(s) and deadline(s)], HMS, on behalf of the County, and the County each reserves the right to pursue any or all forms of legal relief.

22. On condition that Respondent fully complies with paragraph 13 on or before the date(s) agreed upon, HMS and the County agree to accept the amount stated in paragraphs 19 and 20 in full settlement of the administrative penalties and costs imposed in the Enforcement Order.

## ADDITIONAL PROVISIONS

23. Parties Bound: This Stipulation and Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees,

1 including but not limited to individuals, partners, and subsidiary and parent  
2 corporations, upon HMS, the County, and any successor agency that may have  
3 responsibility for and jurisdiction over the subject matter of this Stipulation and  
4 Order.  
5

6 24. Future or Other Violations: If the same (outside of the time period  
7 identified in paragraph 7 of this Stipulation and Order) or other violations occur,  
8 HMS, on behalf of the County, and the County each reserves the right to pursue  
9 any or all forms of legal relief.  
10

11 25. Time Periods: "Days" for purposes of this Stipulation and Order  
12 means calendar days.  
13

14 26. Effective Date: The effective date of this Stipulation and Order shall  
15 be the date that it is signed by authorized agents of HMS, the County, and  
16 Respondent.  
17

18 27. Compliance with Applicable Laws: Respondent shall carry out this  
19 Stipulation and Order in compliance with all local, State, and federal  
20 requirements, including but not limited to requirements to obtain permits and to  
21 assure worker safety.  
22

23 28. Integration: This Stipulation and Order constitutes the entire  
24 agreement between the parties concerning the matters contained herein and  
25 may not be amended, supplemented, or modified except by written agreement of  
26 all parties.  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Warden or Deputy Fire Warden  
San Bernardino County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Marshal or Deputy Fire Marshal  
San Bernardino County Fire Protection District

STIPULATION AND ORDER

NAME OF BUSINESS