

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:

) CONSENT 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 Consent Order as  
follows:

1. Respondent [insert facts – for example, "handles hazardous  
materials and/or generates hazardous waste at the facility known as FACILITY  
NAME at STREET ADDRESS, CITY"].

2. HMS [insert facts and findings – for example, "inspected the facility  
on [insert date] and observed. . ."].

3. Based on the above, HMS and the County therefore allege that

Respondent violated California Health and Safety Code ("CHSC") section(s) [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 alleged violation occurs.

4. HMS [insert any enforcement actions taken by HMS and/or the County]. HMS and County allege that [insert whether compliance was or was not met].

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

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

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

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

9. This Consent Order shall constitute full settlement of the violation(s) alleged above for the time period described in paragraph 5, above, so long as Respondent fully complies with all terms of this Consent Order. The execution of this Consent Order does not limit HMS or the County from taking appropriate enforcement action for other or future violations not addressed in this Consent Order.

10. By signing this Consent Order, Respondent admits to the violation(s)

as stated in this Consent Order and agrees to comply with CHSC section(s) [list all applicable sections] and pay the penalties and costs as described below for the violation(s).

### **SCHEDULE OF COMPLIANCE**

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

12. Submittals: All submittals from the Respondent pursuant to this Consent Order shall be provided electronically to:

California Environmental Reporting System (CERS)

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

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

14. HMS Review and Approval: If HMS determines that any reports, plans, specifications, schedules, or other document submitted for approval pursuant to this Consent Order fails to comply with the Consent 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

1 changes.

2 15. Liability: Nothing in this Consent Order shall constitute or be  
3 construed as a satisfaction or release from liability for any conditions or claims  
4 arising as a result of past, current, or future operations of Respondent, except as  
5 provided in this Consent Order.

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7 16. Government Liabilities: Neither HMS nor the County shall be liable  
8 for injuries or damages to persons or property resulting from acts or omissions by  
9 Respondent or related parties in carrying out activities pursuant to this Consent  
10 Order, nor shall HMS or the County be held as party to any contract entered into  
11 by Respondent or its agents carrying out activities pursuant to this Consent  
12 Order.  
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### 15 **PENALTY AND COSTS**

16 17. Based on the foregoing determination of violations, HMS and the  
17 County set the amount of Respondent's penalty at \$X,XXX.00 (per violation) per  
18 [day/year] or any portion thereof, for each [day/year] that the Respondent was in  
19 violation of each of the XX violations of the CHSC section(s) listed in paragraph 3  
20 above, for the time period identified in paragraph 5, above, for a total of  
21 \$XX,XXX.XX.  
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23 18. Respondent agrees to pay HMS, on behalf of the County, a total of  
24 \$XX,XXX.XX, of which \$XX,XXX.XX is a penalty and \$X,XXX.XX is  
25 reimbursement of HMS costs, no later than month, day, year payable by check,  
26 cashier's check, or money order. Respondent's payment shall be made payable  
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1 to "San Bernardino County Fire Protection District" and shall identify the  
2 Respondent, the HM Case No. and the Case File No. as shown in the heading of  
3 this Consent Order. Payment shall be mailed or delivered to 620 South "E"  
4 Street, San Bernardino, CA 92415-0153. Time is of the essence for each and  
5 every paragraph of this Consent Order.  
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7 19. If Respondent fails to make payment as provided above, or [insert  
8 any other compliance term(s) and deadline(s)], HMS and the County each  
9 reserves the right to pursue any or all forms of legal relief.  
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11 20. On condition that Respondent fully complies with paragraph 11 on or  
12 before the date(s) agreed upon, HMS and the County agree to accept the  
13 amount stated in paragraphs 17 and 18 in full settlement of the administrative  
14 penalties and costs imposed in this Consent Order.  
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17 **ADDITIONAL PROVISIONS**

18 21. Parties Bound: This Consent Order shall apply to and be binding  
19 upon Respondent and its officers, directors, agents, receivers, trustees,  
20 employees, contractors, consultants, successors, and assignees, including but  
21 not limited to individuals, partners, and subsidiary and parent corporations, and  
22 upon HMS, the County, and any successor agency that may have responsibility  
23 for and jurisdiction over the subject matter of this Consent Order.  
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26 22. Future or Other Violations: If the same (outside of the time period  
27 identified in paragraph 5 of this Consent Order) or other violations occur, HMS  
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and the County each reserves the right to pursue any or all forms of legal relief.

23. Time Periods: "Days" for purposes of this Consent Order means calendar days.

24. Effective Date: The effective date of this Consent Order shall be the date that it is signed by authorized agents of HMS, the County, and Respondent.

25. Compliance with Applicable Laws: Respondent shall carry out this Consent Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

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

_____ Date	_____ Signature of Owner or Authorized Representative of Respondent
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_____ Date	_____ Fire Warden or Deputy Fire Warden San Bernardino County
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_____ Date	_____ Fire Marshal or Deputy Fire Marshal San Bernardino County Fire Protection District
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