

MEMORANDUM OF UNDERSTANDING
ENVIRONMENTAL IMPACT REPORT
PREPARATION AND HANDLING OF

Application Type(s) & No(s) Project Name/Project address or APNs

THIS AGREEMENT, hereinafter referred to as the “MOU,” is made and entered into, by and between the **County of Riverside**, hereinafter referred to as the “COUNTY,” and _____, hereinafter referred to as “APPLICANT,” and _____, hereinafter referred to as “EIR CONSULTANT,” for the purpose of establishing rights and responsibilities of all undersigned parties hereto in relation to the preparation and handling of an ENVIRONMENTAL IMPACT REPORT for the above-referenced project. Any subsequent change in parties listed above renders the MOU null and void.

The COUNTY, APPLICANT, and EIR CONSULTANT do hereby agree as follows:

I. GENERAL TERMS

- a. The COUNTY is the Lead Agency with land use and planning jurisdiction in the above-referenced project area of unincorporated Riverside County, as it pertains to the CALIFORNIA ENVIRONMENTAL QUALITY ACT, hereinafter referred to as “CEQA.”
- b. The APPLICANT has submitted an application for development of the above-referenced Project. The COUNTY has determined that the above-referenced Project has the potential to cause significant environmental impacts, necessitating the preparation of an ENVIRONMENTAL IMPACT REPORT, hereinafter referred to as “EIR.”
- c. The EIR CONSULTANT is a professional environmental consultant or consulting firm included on the County’s official EIR Consultant List.
- d. The APPLICANT and EIR CONSULTANT shall be responsible to ensure that all SUB-CONTRACTED CONSULTANT(S) comply with all terms and conditions set forth in the MOU.

- e. The EIR CONSULTANT and all SUB-CONTRACTED CONSULTANT(S) shall not be a subsidiary or division of the APPLICANT.
- f. The APPLICANT shall be responsible for one-hundred percent (100%) of EIR preparation, review, and distribution costs incurred by the COUNTY and the EIR CONSULTANT.
- g. The APPLICANT shall be responsible for one-hundred percent (100%) of the cost incurred by the COUNTY for a third-party review of any portion of the EIR, when such a review is deemed necessary by the COUNTY.
- h. By signing this MOU, the EIR CONSULTANT and its SUB-CONTRACTED CONSULTANT(S) certify that all pertinent environmental information has been disclosed to the COUNTY, and that no pertinent information has been omitted or deliberately withheld from the COUNTY, at the request of the APPLICANT or any other party.
- i. The APPLICANT and the EIR CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall not enter into any form of confidentiality agreement that prohibits disclosure of information to the COUNTY or other public agencies.

II. EIR PREPARATION AND SUBMITTAL

- a. The EIR CONSULTANT shall draft the EIR in accordance with CEQA, the CEQA Guidelines, and direction from COUNTY staff regarding its form and content.
- b. The APPLICANT AND EIR CONSULTANT shall ensure that the EIR and all related documents are prepared utilizing accurate and verifiable field techniques and professional work performance standards, and are prepared in conformance with all applicable CEQA requirements, and other County, State and Federal rules, regulations and laws.

- c. The EIR CONSULTANT shall verify that all EIR documents represent the complete and independent judgment and analysis of the Project-specific environmental setting, issues, potential impacts, and mitigation measures associated with the above-referenced Project. All CEQA documents shall reflect the independent judgment of the County. Special studies shall be certified/signed as true and accurate by the EIR CONSULTANT and/or its SUB-CONTRACTED CONSULTANT(S).
- d. The EIR CONSULTANT shall submit all CEQA documents to the COUNTY concurrent with submittal to the APPLICANT. The COUNTY shall monitor and review any subsequent changes to the CEQA documents before the EIR CONSULTANT resubmits the documents for formal review through COUNTY screen check and public review processes. This does not preclude the APPLICANT from commenting on the contents of the environmental document.
- e. The COUNTY retains the right to attend meetings between the APPLICANT and the EIR CONSULTANT and/or its SUB-CONTRACTED CONSULTANT(S), and has the right to request such meetings.
- f. Upon request, copies of all correspondence and draft technical reports generated by the EIR CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall be submitted to the COUNTY concurrent with submittal to the APPLICANT. Copies of any such correspondence and reports pertaining to the EIR generated by the APPLICANT for the EIR CONSULTANT shall also be provided to the COUNTY, upon request, concurrent with submittal to the EIR CONSULTANT.
- g. Upon request, the EIR CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall submit to the COUNTY all field notes, resource documents, and supplemental technical studies used in the preparation of the EIR.

III. INDEMNIFICATION

The APPLICANT shall defend, indemnify, and hold harmless the COUNTY, its agents, officers, and employees from any claim, action, or proceeding against the COUNTY or its

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agents, officers, or employees to attack, set aside, void or annul certification of the EIR and/or approval of the above-referenced Project. The COUNTY shall notify the APPLICANT of any such claim, action, or proceeding and the COUNTY shall reasonably cooperate in the defense. The legal counsel selected by the APPLICANT shall be acceptable to the COUNTY.

IN WITNESS WHEREOF, the COUNTY, the APPLICANT, and the EIR CONSULTANT have caused this agreement to be executed. Furthermore, under the penalty of perjury, the APPLICANT and EIR CONSULTANT do agree that all documents submitted to the COUNTY are in conformance with all requirements set forth in the MOU.

ATTESTED:

COUNTY OF RIVERSIDE

APPLICANT

Signature of Planning Director

Signature of Principal

Printed Name of Planning Director

Printed Name of Principal

Dated: _____

Company Name

Dated: _____

EIR CONSULTANT

Signature of Principal

Printed Name of Principal

Company Name

Dated: _____