

MEMORANDUM OF UNDERSTANDING

BETWEEN COUNTY OF RIVERSIDE PLANNING DEPARTMENT AND CONSULTANT REGARDING PREPERATION AND HANDLING OF ARCHAEOLOGICAL REPORTS

THIS MEMORANDUM OF UNDERSTANDING, hereinafter to be known as the "MOU", is made and entered into, by and between the COUNTY OF RIVERSIDE, CALIFORNIA, hereinafter referred to as "COUNTY", and the County-qualified Archaeological consultant, hereinafter referred to as "CONSULTANT", for the purpose of establishing rights and responsibilities of both parties attesting hereto in relation to the preparation and handling, by both parties, of Archaeological Reports, hereinafter referred to as "REPORT" or "REPORTS". COUNTY and CONSULTANT do hereby agree as follows:

_____ (Firm Name)

_____ (Consultant Name)

CONSULTANTS QUALIFICATIONS

CONSULTANT understands that his/her qualifications to prepare REPORTS in satisfaction of requests made by COUNTY for information in accordance with the California Environmental Quality Act (CEQA) must be reviewed and accepted by COUNTY before submitting REPORTS to COUNTY. CONSULTANT further understands that COUNTY shall not accept REPORTS addressing any general or specific area of discipline for which his/her qualifications have not been previously reviewed and accepted by COUNTY.

CONSULTANT understands that his/her qualifications on file and accepted by COUNTY must be complete, accurate, and current at all times, and must be amended immediately upon any occurrence that substantially alters his/her capabilities or qualifications.

CONSULTANT understands that any employees, and any companies or persons with whom it may contract for services in preparation of REPORTS, are hereby deemed to also be a CONSULTANT for the purpose of this MOU

REPORT PREPERATION AND SUBMITTAL

CONSULTANT understands that upon selection of CONSULTANT by a project sponsor to prepare REPORT, COUNTY will require that both project sponsor and CONSULTANT execute a "Notification to County of Riverside of Consultant to Prepare Archaeological Report"; and, that preparation of REPORT may not begin until said Notification has been filed with COUNTY.

CONSULTANT further understands that said Notification will acknowledge, on behalf of both CONSULTANT and project sponsor that CONSULTANT will prepare and submit REPORT directly to COUNTY; and, except where COUNTY determines circumstances have occurred beyond the reasonable control of either project sponsor or CONSULTANT, COUNTY will not accept REPORT from any other CONSULTANT in satisfaction of CEQA requirements.

CONSUTANT understands that COUNTY has developed and requires use of standardized scopes of work and formats for REPORTS.

CONSULTANT agrees that upon completion of REPORT, CONSULTANT, may submit REPORT to COUNTY, before or at the same time that it is submitted to the project sponsor. Under no circumstances shall CONSULTANT submit REPORT to the project sponsor or any other entity before submitting REPORT to COUNTY.

CONSULTANT understands that upon COUNTY approval of REPORT, CONSULTANT shall submit one copy of REPORT to the Eastern Information Center (EIC).

OWNERSHIP OF REPORTS AND DATA

As between the parties to this MOU, the originals and copies, if required, of all studies, reports, exhibits, and documents, prepared or used to comply with any term of this MOU, shall be deemed part of the public record open to inspection by the public, except where restricted by law or regulation; and, as such, to be and remain the property of COUNTY.

INDEMNIFICATION

CONSULTANT shall defend, indemnify and hold COUNTY, its officers, employees and agents free and harmless from any liability whatsoever, including wrongful death, based upon any negligent act or omission of CONSULTANT, its employees, contractors and agents, arising out of, relating to or in any way connected with the accomplishment of the work or performance of services under this MOU. As part of the foregoing indemnity, CONSULTANT shall protect and defend at its own expense, including attorney fees, COUNTY, its officers, agents, and employees in any legal action based upon any such acts or omission, as stated hereinabove, by CONSULTANT, its employees, contractors, or agents.

SPECIAL NOTIFICATION

CONSULTANT agrees to notify COUNTY, in writing, of any request made by any person for archaeological reporting work on private property in the unincorporated area of Riverside County, where CONSULTANT is not requested to sign a notification to County of Riverside of consultant to prepare Archaeological Report.

PENALTIES FOR NON-COMPLIANCE WITH THESE PROVISIONS

CONSULTANT understands that violation of any of the provisions herein may be grounds for COUNTY to delete CONSULTANT from COUNTY’S list of CONSULTANTS. CONSULTANT understands that if they are so deleted from COUNTY list, they may apply for reinstatement to said list, following Consultation with COUNTY.

ATTESTED:

CONSULTANT:

Name

Signature

Mailing address

Phone number

Email

Date