

MEMORANDUM OF UNDERSTANDING

BETWEEN COUNTY OF RIVERSIDE 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

_____ (Firm Name)

hereinafter referred to as "CONSULTANTS", for the purpose of establishing rights and responsibilities of both parties attesting hereto in relation to the preparation and handling of ARCHAEOLOGICAL Reports, hereinafter referred to as "REPORT" or "REPORTS", by both parties. COUNTY and CONSULTANT do hereby agree as follows:

I. CONSULTANTS QUALIFICATIONS:

- A. CONSULTANTS understands that his/her/its qualifications to prepare REPORTS must be reviewed and accepted by the COUNTY before submitting REPORTS to the COUNTY in satisfaction of requests made by the COUNTY for additional information in accordance with the California Environmental Quality Act (CEQA) and the Riverside County Rules to Implement CEQA. Consultants further understands that COUNTY shall not accept REPORTS addressing any general or specific area of discipline for which his/her/its qualifications have not been previously reviewed and accepted by COUNTY.
- B. CONSULTANTS understands that his/her/its qualifications on file and accepted by the COUNTY must be complete, accurate, and current at all times, and must be amended immediately upon any occurrence that substantially alters his/her/its capabilities.
- C. 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 CONSULTANTS for the purpose of this MOU.

II. REPORT PREPERATION AND SUBMITTAL

- A. CONSULTANT understands that upon selection by project sponsor of CONSULTANT 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", that said Notice be filed with COUNTY; and that preparation of REPORT may not begin until said Notice has been filed with COUNTY. CONSULTANT further understands that said Notice will acknowledge, on behalf of both CONSULTANT and project sponsor, that CONSULTANT and project sponsor, that CONSULTANT will prepare and submit REPORT TO COUNTY, and that, 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
- B. CONSULTANT understands that COUNTY may develop and require use of standardized scopes of work and formats for REPORTS, and if such are available, CONSULTANT shall use them, unless modifications from the standardized formats are permitted following consultation with COUNTY.
- C. **CONSULTANT UNDERSTANDS THAT UPON COMPLETION OF REPORT, CONSULTANT SHALL SUBMIT THE ORIGINAL REPORT AND ONE COPY TO COUNTY, AND ONE COPY TO PROJECT SPONSOR. AN ADDITIONAL COPY OF THE REPORT SHALL BE SENT TO THE CENTRAL FILES SECTION OF THE RIVERSIDE OFFICE OF THE PLANNING DEPARTMENT FOR REPORTS PREPARED FOR THE DESERT OFFICE.**
- D. **CONSULTANT AGREES THAT UPON COMPLETION OF REPORT, CONSULTANT, MAY SUBMIT REPORT TO THE COUNTY, BEFORE OR AT THE SAME TIME THAT IT IS SUBMITTED TO THE PROJECT SPONSOR. UNDER NO CIRCUMSTANCES, HOWEVER, SHALL CONSULTANT SUBMIT REPORT TO THE PROJECT SPONSOR BEFORE SUBMITTING REPORT TO THE COUNTY.**

III. 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 to the public records open to inspection by the public, except where restricted by

law or regulations, and, as such, to be and remain the property of COUNTY. CONSULTANT and project sponsor shall be entitled to at least one (1) copy of any study, report, exhibit, and documents prepared or used in the preparation of REPORT.

IV. 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.

V. SPECIAL NOTIFICATION

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

VI. PENALTIES FOR NON-COMPLIANCE WITH THESE PROVISIONS

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

VII. QUALIFIED PEER REVIEW

CONSULTANT understands that after completion of REPORT and acceptance by COUNTY, and after public hearings on REPORT and the underlying project, COUNTY doubts the accuracy or completeness of REPORT, COUNTY at the applicant's expense may seek an independent review of the report by appropriately qualified peers of COUNTY'S choice.

ATTESTED:

CONSULTANT:

COUNTY:

Name

Name

Signature

Signature

Mailing address

Mailing address

Phone number

Fax number

Phone number

Fax number

Email address

Email address

Date: _____

Date: _____