

**AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
CONSULTANT
REGARDING
PREPARATION AND SUBMITTAL OF
BIOLOGICAL REPORTS**



RIVERSIDE COUNTY

PLANNING DEPARTMENT

SUBMIT COMPLETED AGREEMENT TO:

**County of Riverside
Planning Department
Environmental Programs Division
4080 Lemon Street, 12th Floor
Riverside, CA 92501**

1 (1) in electronic pdf form) to the COUNTY. CONSULTANT may also submit one (1) copy of the
2 REPORT or revised REPORT to the project applicant, but in no event shall this copy be submitted to the
3 applicant prior to submittal of the REPORT or revised REPORT to the COUNTY. Upon completion and
4 acceptance of a final REPORT by the COUNTY, CONSULTANT shall mail one (1) copy and one (1)
5 copy on CD to the following address:

6 Monitoring Program Administrator
7 Western Riverside County Regional Conservation Authority
8 4500 Glenwood, Bldg. C
9 Riverside, CA 92501

10 4. CONSULTANT shall defend, indemnify and hold harmless COUNTY, its officers,
11 employees and agents free from any liability whatsoever, including wrongful death, based upon any act or
12 omission of CONSULTANT, its employees, contractors and agents, arising out of, relating to, or in any
13 way connected with the accomplishment of the work or performance of services under this Agreement.
14 As part of the foregoing indemnification, CONSULTANT shall protect and defend at its own expense,
15 including attorney fees and costs, COUNTY, its officers, agents, and employees in any legal action based
16 upon any such acts or omissions, as stated hereinabove, by CONSULTANT, his employees, contractors,
17 or agents.

18 5. This Agreement may be terminated in writing by the COUNTY, in its sole discretion, for
19 any of the following reasons:

- 20 A. Failure to comply with any of the requirements of this Agreement; or
- 21 B. Falsifying or misrepresenting information contained in any REPORT
22 submitted pursuant to this Agreement; or
- 23 C. Failure to maintain acceptable qualifications in order to submit any
24 REPORT pursuant to this Agreement.

25 In the event this Agreement is terminated, CONSULTANT shall no longer be authorized to submit
26 REPORTS to the COUNTY in connection with projects for which a development application has been
27 submitted.

28 6. At all times, CONSULTANT shall maintain with the COUNTY a current address,

1 telephone number(s), fax telephone number(s) and e-mail address. COUNTY shall be notified
2 immediately of any changes to this contact information. For purposes of this Agreement,
3 the following contact information is provided at this time:

4 COMPANY ADDRESS _____

5 MAILING ADDRESS _____

6 TELEPHONE NUMBER(S) _____

7 FAX TELEPHONE NUMBER(S) _____

8 EMAIL ADDRESS _____

(Company email preferred)

9
10 7. This Agreement constitutes the entirety of the agreement between COUNTY and
11 CONSULTANT as for the matters contained herein and it supersedes any other agreement, oral, written
12 or otherwise.

13 8. This Agreement shall be governed by the laws of the State of California.

14 9. If any provision of this Agreement is determined to be unenforceable in any respect by a
15 court of competent jurisdiction, such unenforceability shall not affect any other provision herein, and this
16 Agreement shall be construed as if such unenforceable provision had not been contained herein.

17 10. This Agreement may be executed in counterparts, each of which will be deemed an
18 original, but all such counterparts together shall constitute one document.

19
20 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed.

21 Dated: _____

CONSULTANT

22
23 By: _____

24
25 Dated: _____

RIVERSIDE COUNTY

26
27 By: _____