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



SUBMIT COMPLETED AGREEMENT TO:

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

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

This Agreement is made and entered, by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and _______, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, numerous biological reports, hereinafter referred to as "REPORT" or "REPORTS" are submitted to the COUNTY in connection with projects for which a development application has been filed; and

WHEREAS, COUNTY has determined that it is necessary to have established procedures and assigned responsibilities for the preparation, submittal and review of such REPORTS.

AGREEMENT

THEREFORE, the COUNTY and CONSULTANT agree as follows:

- When preparing a REPORT for submittal to the COUNTY in connection with a project for which a development application has been submitted, CONSULTANT shall use any standardized report format and survey protocols developed and/or accepted by the COUNTY. Such standardized report formats and survey protocols may be obtained, if they exist, at http://rctlma.org/epd/Consultant-Resources. If such a survey protocol requires CONSULTANT to possess a specific permit in order to conduct the survey, then
- CONSULTANT must possess that permit before conducting the survey. In the event CONSULTANT fails to use such standardized report formats and/or survey protocols when preparing said REPORT, the REPORT shall be rejected and shall not be accepted by the COUNTY.
- 2. CONSULTANT acknowledges that COUNTY is the sole owner of any REPORT submitted and agrees that any third party claim of attorney/client privilege is not valid and cannot be exercised in light of COUNTY ownership of said REPORT. It is understood by CONSULTANT that REPORTS submitted are public records and as such are subject to disclosure under the California Public Records Act unless specifically exempt from disclosure.
- 3. Upon completion of a REPORT, CONSULTANT shall submit the original REPORT and three (3) copies (one (1) in electronic pdf form) or any original revised REPORT and three (3) copies (one

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

Monitoring Program Administrator

Western Riverside County Regional Conservation Authority

4500 Glenwood, Bldg. C

Riverside, CA 92501

- 4. CONSULTANT shall defend, indemnify and hold harmless COUNTY, its officers, employees and agents free from any liability whatsoever, including wrongful death, based upon any 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 Agreement. As part of the foregoing indemnification, CONSULTANT shall protect and defend at its own expense, including attorney fees and costs, COUNTY, its officers, agents, and employees in any legal action based upon any such acts or omissions, as stated hereinabove, by CONSULTANT, his employees, contractors, or agents.
- 5. This Agreement may be terminated in writing by the COUNTY, in its sole discretion, for any of the following reasons:
 - A. Failure to comply with any of the requirements of this Agreement; or
 - B. Falsifying or misrepresenting information contained in any REPORT submitted pursuant to this Agreement; or
 - Failure to maintain acceptable qualifications in order to submit any REPORT pursuant to this Agreement.
- In the event this Agreement is terminated, CONSULTANT shall no longer be authorized to submit REPORTS to the COUNTY in connection with projects for which a development application has been submitted.
 - 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
9	(Company email preferred)
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	Dated: CONSULTANT
23	By:
24	_ J
25	Dated: RIVERSIDE COUNTY
26	
	By:
27	
28	G:\Property\KWATTSBA\BIO Consultant Agreement.021307.doc Updated: 05/20/14