COUNTY OF SAN DIEGO

MEMORANDUM OF UNDERSTANDING ENVIRONMENTAL IMPACT REPORT / TECHNICAL STUDY PREPARATION AND HANDLING OF _____; PDS

This AGREEMENT, hereinafter referred as the "MOU", is made and entered into by and between the **County of San Diego, ("COUNTY")** and **_____("APPLICANT")** for the purpose of establishing rights and responsibilities of the parties in relation to the preparation and handling of a TECHNICAL STUDY or ENVIRONMENTAL IMPACT REPORT ("EIR") for the above-referenced project ("PROJECT").

WHEREAS, the COUNTY is the Lead Agency with the land use and planning jurisdiction in the above-referenced PROJECT area of unincorporated San Diego County, as it pertains to the California Environmental Quality Act ("CEQA"); and

WHEREAS, the APPLICANT has submitted an application for development of the above-referenced PROJECT; and

WHEREAS, the COUNTY has determined that the PROJECT necessitates the preparation of a TECHNICAL STUDY / EIR; and

WHEREAS, the APPLICANT shall hire a professional environmental consultant ("CONSULTANT") from the County official CEQA Consultant List for the applicable Subject Area; and

WHEREAS, this AGREEMENT is not intended to create any privity or contractual relationship between the COUNTY and the CONSULTANT, but the CONSULTANT is added as signatory to this AGREEMENT for the purpose of acknowledging that the APPLICANT has retained the CONSULTANT to prepare the TECHNICAL STUDY / EIR for the PROJECT consistent with the COUNTY CEQA Guidelines; and

WHEREAS, the APPLICANT and COUNTY understand and agree that APPLICANT has the primary responsibility to ensure that the TECHNICAL STUDY / EIR is adequate and COUNTY review is for the benefit of the public generally and not for the benefit of the APPLICANT; and

WHEREAS, the APPLICANT and COUNTY wish to define their relationships and areas of responsibility in the preparation and management of a TECHNICAL STUDY / EIR and the CEQA process.

NOW, THEREFORE, in view of the foregoing, and in consideration of the mutual covenants and agreements contained herein, the APPLICANT and COUNTY do hereby agree as follows:

I. NECESSITY OF A TECHNICAL STUDY OR EIR

The COUNTY has determined that the PROJECT necessitates the preparation of a TECHNICAL STUDY / EIR.

II. SUBMISSION OF DOCUMENTS AND DISCLOSURE OF INFORMATION

The APPLICANT shall submit all environmental documents under this MOU pursuant to the terms and conditions set forth herein and in accordance with the "County of San Diego CEQA Guidelines."

This MOU requires the disclosure of certain information by the APPLICANT to the COUNTY. Disclosure may initially be through verbal communication with the COUNTY Project Manager and via the CONSULTANT or sub-consultant. The COUNTY maintains the right, upon reasonable notice to the APPLICANT to require a written or emailed (instead of verbal) report of disclosures.

III. CERTIFICATIONS

By executing this MOU:

A. The APPLICANT certifies that it has an ongoing obligation and commitment to the COUNTY to disclose all information that is relevant to the environmental consequences of the PROJECT and the preparation of the TECHNICAL STUDY / EIR and further certifies that no relevant information has been or will be omitted or withheld from the COUNTY.

B. The APPLICANT certifies:

The CONSULTANT is included on the COUNTY official CEQA Consultant List for the applicable Subject Area (or the COUNTY official Environmental Consultants List if the list has not been reestablished pursuant to the February 28, 2006 COUNTY CEQA Guidelines) and the APPLICANT is prepared to undertake all necessary technical and analytical work required in conjunction with the TECHNICAL STUDY / EIR, either directly, and/or through the direct supervision and management of the CONSULTANT.

IV. APPLICANT'S RIGHTS AND RESPONSIBILITIES

A. Subject to the terms and conditions of this MOU and County CEQA Guidelines, the COUNTY agrees to allow the APPLICANT to select and retain the CONSULTANT for preparation of the TECHNICAL STUDY / EIR. For this purpose, the APPLICANT shall enter into a direct agreement with the CONSULTANT, and such agreement shall govern the entire scope of their arrangement. Such agreement shall comply with all terms and conditions set forth in this MOU, and no term therein shall be inconsistent with any provision herein.

B. The APPLICANT shall be responsible for one hundred-percent (100%) of all costs associated with the work performed by the CONSULTANT, including but not limited to, any sub-consultant(s) costs, TECHNICAL STUDY / EIR preparation and document circulation costs incurred by the APPLICANT, and all costs associated with participation in scoping meetings or community outreach meetings, as necessary. The APPLICANT shall also be responsible for one hundred-percent (100%) of all costs incurred by the COUNTY related to its independent review of the TECHNICAL STUDY / EIR.

C. The APPLICANT shall ensure that any consultant(s) hired in conjunction with the preparation of the TECHNICAL STUDY / EIR and related to the PROJECT shall comply with the COUNTY CEQA Guidelines and all relevant terms and conditions set forth in this MOU.

D. The APPLICANT shall provide a complete and accurate TECHNICAL STUDY / EIR and ensure that the CONSULTANT or any sub-consultant(s) hired by the APPLICANT in conjunction with the preparation of the TECHNICAL STUDY / EIR complies with the COUNTY CEQA Guidelines and all relevant terms and conditions set forth in this MOU.

E. The APPLICANT shall ensure the TECHNICAL STUDY / EIR for the PROJECT is drafted in accordance with CEQA, State CEQA Guidelines, COUNTY CEQA Guidelines, relevant COUNTY technical study and EIR content and report formats, and with the directions and specifications set forth by the COUNTY.

F. The APPLICANT shall verify and ensure that all TECHNICAL STUDY / EIR documents prepared use accurate and verifiable field techniques and professional work performance standards,

and are in conformance with all applicable CEQA requirements, and all applicable County, State, and Federal rules, regulations and laws.

G. The APPLICANT shall verify and ensure that all TECHNICAL STUDY / EIR documents prepared include all changes provided by COUNTY and comply with all direction given by COUNTY. All CEQA documents shall reflect the independent judgment of the COUNTY.

H. The APPLICANT shall disclose any revisions made to the draft TECHNICAL STUDY / EIR. Unless waived by the COUNTY, all revisions to CEQA documents prior to submittal for public review shall be shown in strikeout/underline.

I. Upon request from the COUNTY, the APPLICANT shall submit all information requested by the County including, but not limited to, resource documents and supplemental technical studies used in the preparation of the TECHNICAL STUDY / EIR to the COUNTY. This provision may be waived or modified at the discretion of the COUNTY, if such information would reveal a trade secret as defined by Government Code Section 6254.7.

VI. COUNTY'S RIGHTS AND RESPONSIBILITIES

A. In accordance with the Public Resources Code Section 21082.1, it is the responsibility of the COUNTY to provide its independent review and analysis of all documentation for the PROJECT prepared and submitted pursuant to this MOU. This independent review is undertaken for the benefit of the general public and is not intended to relieve the APPLICANT of any of its responsibilities.

B. The COUNTY shall be responsible for evaluating the extent and detail of topic area discussions in the TECHNICAL STUDY / EIR. The COUNTY shall also be responsible for scheduling and providing the public notice for the public meetings and hearings related to the PROJECT, and for distributing the draft and final EIR or other applicable CEQA document.

C. The COUNTY shall be responsible for reviewing the content of the draft TECHNICAL STUDY / EIR and providing clear and consistent comments on the scope and adequacy of the document in a timely manner. The COUNTY shall strive to provide thorough reviews and comments on initial reviews to avoid raising new issues that should have been known as the project progresses. The COUNTY shall always inform the APPLICANT of comments

requiring additional information or substantive changes to the TECHNICAL STUDY / EIR.

VII. CONSULTANT'S ACKNOWLEDGMENT

A. The CONSULTANT acknowledges that that the preparation of the TECHNICAL STUDY / EIR for the PROJECT shall comply with the COUNTY CEQA Guidelines.

VIII. EXPIRATION

This MOU shall expire upon any of the following:

A. The PROJECT and the TECHNICAL STUDY / EIR becomes final by decision of the authorized County decision-maker, all appeal timelines have expired, and all legal challenges associated with the PROJECT and the TECHNICAL STUDY / EIR have been finally adjudicated; or

B. The PROJECT is withdrawn or denied and all appeal timelines have expired; or

C. Written notice from one party to this AGREEMENT to the other party to this AGREEMENT terminating the MOU.

Notwithstanding expiration of the MOU, all information obtained prior to said expiration shall be disclosed to the COUNTY pursuant to the MOU disclosure requirements. Expiration of the MOU does not relieve the parties of their responsibilities under the MOU for activities that took place prior to the expiration date.

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

ATTESTED:

COUNTY OF SAN DIEGO

_____
VINCE NICOLETTI,
Director of Planning & Development Services

Dated:_____

CONSULTANT

_____
Consultant Signature

_____
Consultant Printed Name

Dated:_____

APPLICANT

_____
Applicant Signature

_____
Applicant Printed Name

Dated:_____