

Executive Office
County of Riverside



Larry Parrish
County Executive Officer

Honorable Board of Supervisors
County of Riverside
Robert T. Andersen Administrative Center
4080 Lemon Street, 5th Floor
Riverside, California 92501-3651

March 23, 2004

Subject: Environmental Impact Report (EIR) Consultant Selection and Hiring Practices

Board Members:

On March 9, 2004, your Board continued the Environmental Impact Report (EIR) Consultant Selection and Hiring Practices item two weeks to provide the Planning Director the opportunity to revisit the proposed requirement that an EIR Consultant submit CEQA documents to the County two weeks prior to submitting them to the Applicant. The attached memo from Robert Johnson, Planning Director, recommends eliminating the two-week advance submittal requirement.

Current practices are not consistent regarding timeframes or order of submittal of CEQA documents to the County and Applicant. Requiring concurrent submittal of the documents to the County and the Applicant establishes a formal practice, via the MOU, and moves toward the Board's original directive.

On April 1, 2003, the Board approved Item 3.24 presented by Supervisor Buster that directed staff to develop a new hiring process for EIR consultants that clearly vests selection, hiring, pay, and oversight of the EIR consultant with the County. County staff sought input from the Planning Commission, Building Industry Association (BIA), and environmental groups regarding the proposed EIR MOU. The County Working Group (comprised of County Counsel, Planning, Transportation, Executive Office, and Board Assistants) recommended a phased-approach (see attachment), by implementing the MOU, which strengthens the credibility of the EIR document with all stakeholders.

IT IS RECOMMENDED that the Board of Supervisors approve the Revised Memorandum of Understanding (MOU), dated March 11, 2004, that provides for concurrent submittal of CEQA documents to the County and Applicant during the preparation and handling of Environmental Impact Reports (EIR) and direct staff to report back in 60 days on implementation efforts.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Larry Parrish".

LARRY PARRISH
County Executive Officer

Robert T. Anderson Administrative Center

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3.3

Attachment

PHASED APPROACH

As presented to the Board on January 27, 2004 (Agenda Item 3.3)

The Working Group recommends a phased approach, by implementing the MOU, which strengthens the credibility of the EIR document with all stakeholders.

Phase I: Affirm the EIR consultant is working under the direction of the County and in accordance with CEQA laws and guidelines by requiring that the County receive all documents, correspondence, draft technical reports, and other information generated by the EIR consultant prior to submission to the Applicant.

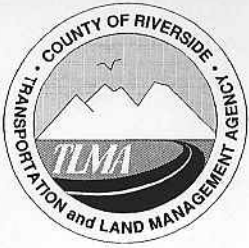
The Planning Department, in coordination with the Purchasing Department, shall develop a process for maintaining and updating the Official County EIR Consultant List. Only consultants on the list may prepare an EIR on behalf of the County.

Phase II: Perform a formal review of the new procedures in one year and report back to the Board on the impact of the EIR development process and the effect on all stakeholders. At that time, the Board can reaffirm their desire to proceed with Phase III.

Phase III: After January 1, 2006, require that EIR consultant(s) and all sub-contracted consultant(s) shall not be a subsidiary or division of the applicant.

Phase IV: One year after the implementation of Phase III, conduct a review of the overall process and evaluate the impact on the development of EIR documents and the effect on all stakeholders and recommend any further changes.

The above approach is designed to eliminate any perceived conflicts of interest in the current process, as well as strengthen the credibility of EIRs prepared on behalf of the Board.



COUNTY OF RIVERSIDE
*TRANSPORTATION AND
LAND MANAGEMENT AGENCY*




Richard K. Lashbrook
Agency Director

Planning Department
MEMORANDUM

Robert C. Johnson
Planning Director

TO: Larry Parrish, County Executive Officer

FROM: Robert C. Johnson, Planning Director 

RE: Approval of a revised EIR Memorandum of Understanding

DATE: March 15, 2004

On March 9, 2004, the Riverside County Board of Supervisors continued Agenda Item 3.8, regarding revisions to the proposed EIR MOU, until March 23, 2004. Specifically, Supervisor Tavaglione questioned the need for the requirement that the EIR Consultant submit CEQA documents to staff two weeks prior to submitting these reports to the applicant. He expressed some concern regarding potential delays resulting from the change in procedure.

On March 11th, Planning and Executive Office staff met with Albert A. Webb Associates to review the proposed EIR MOU. Several minor editorial changes and one major modification resulted from this meeting. The major change is elimination of the two-week advanced submittal of CEQA documents to County staff, prior to submittal to the Applicant. The attached MOU, with a revision date of 3/11/04, allows for concurrent submittal. The Planning Department concurs with Supervisor Tavaglione's concerns that a two-week advanced submittal to the County could, potentially, cause delays, and believes that concurrent submittal of the CEQA documents to the County and Applicant is sufficient.

The Planning Department is fully supportive of the EIR MOU, revised on 3/11/04, and recommends that the Riverside County Board of Supervisors adopt this version.

Revised 3/11/04

MEMORANDUM OF UNDERSTANDING
ENVIRONMENTAL IMPACT REPORT
PREPARATION AND HANDLING OF
(PROJECT # / PROJECT ADDRESS / "PROJECT NAME")

THIS AGREEMENT, hereinafter referred to as the "MOU," is made and entered into, by and between the **County of Riverside**, hereinafter referred to as the "COUNTY," and _____ (**APPLICANT'S NAME**) hereinafter referred to as "APPLICANT," and _____ (**EIR CONSULTANT'S NAME**), hereinafter referred to as "EIR CONSULTANT," for the purpose of establishing rights and responsibilities of all undersigned parties hereto in relation to the preparation and handling of an ENVIRONMENTAL IMPACT REPORT for the above-referenced project. Any subsequent change in the parties listed above renders the MOU null and void.

The COUNTY, APPLICANT, and EIR CONSULTANT do hereby agree as follows:

I. GENERAL TERMS

- a. The COUNTY is the Lead Agency with land use and planning jurisdiction in the above-referenced project area of unincorporated Riverside County, as it pertains to the CALIFORNIA ENVIRONMENTAL QUALITY ACT, hereinafter referred to as "CEQA."
- b. The APPLICANT has submitted an application for development of the above-referenced Project. The COUNTY has determined that the above referenced Project has the potential to cause significant environmental impacts, necessitating the preparation of an ENVIRONMENTAL IMPACT REPORT, hereinafter referred to as "EIR."
- c. The EIR CONSULTANT is a professional environmental consultant or consulting firm included on the County's official EIR Consultant List.
- d. The APPLICANT and EIR CONSULTANT shall be responsible to ensure that all SUB-CONTRACTED CONSULTANT(S) comply with all terms and conditions set forth in the MOU.

- e. After January 1, 2006, the EIR CONSULTANT and all SUB-CONTRACTED CONSULTANT(S) shall not be a subsidiary or division of the APPLICANT.
- f. The APPLICANT shall be responsible for one-hundred percent (100%) of EIR preparation, review, and distribution costs incurred by the COUNTY and the EIR CONSULTANT.
- g. The APPLICANT shall be responsible for one-hundred percent (100%) of the cost incurred by the COUNTY for a third-party review of any portion of the EIR, when such a review is deemed necessary by the COUNTY.
- h. By signing this MOU, the EIR CONSULTANT and its SUB-CONTRACTED CONSULTANT(S) certify that all pertinent environmental information has been disclosed to the COUNTY, and that no pertinent information has been omitted or deliberately withheld from the COUNTY, at the request of the APPLICANT or any other party.
- i. The APPLICANT and the EIR CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall not enter into any form of confidentiality agreement that prohibits disclosure of information to the COUNTY or other public agencies.

II. EIR PREPARATION AND SUBMITTAL

- a. The EIR CONSULTANT shall draft the EIR in accordance with CEQA, the CEQA Guidelines, and direction from COUNTY staff regarding its form and content.
- b. The APPLICANT and EIR CONSULTANT shall ensure that the EIR and all related documents are prepared utilizing accurate and verifiable field techniques and professional work performance standards, and are prepared in conformance with all applicable CEQA requirements, and other County, State, and Federal rules, regulations, and laws.
- c. The EIR CONSULTANT shall verify that all EIR documents represent their complete and independent judgment and analysis of the Project-specific environmental setting, issues, potential impacts, and mitigation measures associated with the above-referenced Project. All CEQA documents shall reflect the independent judgment of the County. Special studies shall be certified/signed as true and accurate by CONSULTANT.

- d. The EIR CONSULTANT shall submit all CEQA documents to the COUNTY concurrent with submittal to the APPLICANT. The COUNTY shall monitor and review any subsequent changes to the CEQA documents before the APPLICANT/EIR CONSULTANT resubmits the documents for formal review through COUNTY screen check and public review processes. This does not preclude the APPLICANT from commenting on the contents of the environmental document.
- e. The COUNTY retains the right to attend meetings between the APPLICANT and the EIR CONSULTANT and/or its SUB-CONTRACTED CONSULTANT(S), and has the right to request such meetings.
- f. Upon request, copies of all correspondence and draft technical reports generated by the EIR CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall be submitted to the COUNTY concurrent with submittal to the APPLICANT. Copies of any such correspondence and reports pertaining to the EIR generated by the APPLICANT for the EIR CONSULTANT shall also be provided to the COUNTY, upon request, concurrent with submittal to the EIR CONSULTANT.
- g. Upon request, the EIR CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall submit to the COUNTY all field notes, resource documents, and supplemental technical studies used in the preparation of the EIR.

III. INDEMNIFICATION

The APPLICANT shall defend, indemnify, and hold harmless the COUNTY, its agents, officers, and employees from any claim, action, or proceeding against the COUNTY or its agents, officers, or employees to attack, set aside, void, or annul certification of the EIR and/or approval of the above-referenced project. The COUNTY shall notify the APPLICANT of any such claim, action, or proceeding and the COUNTY shall reasonably cooperate in the defense. The legal counsel selected by the APPLICANT shall be acceptable to the COUNTY.

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

ATTESTED:

COUNTY OF RIVERSIDE

APPLICANT

Chairman, Board of Supervisors

Principal

Dated: _____

Company Name

Dated: _____

EIR CONSULTANT

Principal

Company Name

Dated: _____

03/11/04 JS