

**MEMORANDUM OF UNDERSTANDING
REGARDING CEQA DOCUMENT PREPARATION**

Application Type(s) & No(s), Project Name/Project address or APNs

This agreement, hereinafter referred to as the “MOU,” is made and entered into, by and between the **County of Ventura**, hereinafter referred to as the “COUNTY,” and _____, hereinafter referred to as “APPLICANT,” and _____, hereinafter referred to as “CEQA CONSULTANT,” for the purpose of establishing rights and responsibilities of all undersigned parties in relation to the preparation and handling of a California Environmental Quality Act (“CEQA”) document for the above-referenced project (“Project”). Any subsequent change in parties listed above renders the MOU null and void and requires execution of a new MOU for the Project.

The COUNTY, APPLICANT, and CEQA CONSULTANT 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 Ventura County, as it pertains to the CEQA.
- b. The APPLICANT has submitted an application for development of the above-referenced Project. The COUNTY has determined that the Project requires the preparation of a CEQA document to comply with the requirements of CEQA.
- c. The CEQA CONSULTANT is a professional environmental consultant or consulting firm included on the County’s official List of Qualified CEQA Consultants.
- d. The APPLICANT and CEQA CONSULTANT shall be responsible to ensure that all SUB-CONTRACTED CONSULTANT(S) comply with all terms and conditions set forth in the MOU.

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- e. The CEQA 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 CEQA document preparation, review, and distribution costs incurred by the COUNTY and the CEQA 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 CEQA document, when such a review is deemed necessary by the COUNTY in its sole discretion.
- h. By signing this MOU, the CEQA 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 CEQA 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. CEQA DOCUMENT PREPARATION AND SUBMITTAL

- a. The CEQA CONSULTANT shall draft the CEQA document in accordance with the requirements of CEQA and State CEQA Guidelines, the Subdivision Map Act, the California Coastal Act, the COUNTY's General Plan, the COUNTY's Initial Study Assessment Guidelines, the COUNTY's CEQA Implementation Manual, the COUNTY's Coastal and Non-Coastal Zoning Codes, COUNTY Standards for Initial Study Biological Assessments, COUNTY Coastal Initial Study Biological Assessment Standards and direction from COUNTY staff regarding its form and content.

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- b. The APPLICANT and the CEQA CONSULTANT shall ensure that the CEQA document 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 applicable COUNTY, local, State and federal rules, regulations, and laws.
- c. The CEQA CONSULTANT shall verify that all CEQA documents represent the complete and independent judgment and analysis of the Project-specific environmental setting, issues, potential impacts, and mitigation measures associated with the above-referenced Project, as applicable. Special studies shall be certified/signed as true and accurate by the CEQA CONSULTANT and/or its SUB-CONTRACTED CONSULTANT(S).
- d. The CEQA 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 CEQA CONSULTANT resubmits the documents for formal COUNTY review and public review. This does not preclude the APPLICANT from commenting on the contents of the CEQA document.
- e. The COUNTY retains the right to attend meetings between the APPLICANT and the CEQA 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 CEQA 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 CEQA document generated by the APPLICANT for the CEQA CONSULTANT shall also be provided to the COUNTY, upon request, concurrent with submittal to the CEQA CONSULTANT.
- g. Upon request, the CEQA CONSULTANT/SUB-CONTRACTED CONSULTANT(S) shall submit to the COUNTY all field notes, resource documents, and supplemental

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technical studies used in the preparation of the CEQA document.

- h. The COUNTY, as lead agency exercising its independent judgment and analysis under CEQA, is solely responsible for determining the level of CEQA review and CEQA document that are required for the Project, as well as the completeness and accuracy of the CEQA document and related materials. The COUNTY, in its sole discretion, may require a CEQA document to be revised or supplemented, at APPLICANT's sole expense, including through additional studies and investigations.

III. INDEMNIFICATION

- a. The APPLICANT shall, at its sole expense, defend, indemnify, and hold harmless the COUNTY, its agents, officers, and employees from any third-party claim, action, or proceeding against the COUNTY or its agents, officers, or employees to attack, set aside, void, or annul certification of the CEQA document and/or approval of the above-referenced Project. The COUNTY shall promptly 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.

IN WITNESS WHEREOF, the COUNTY, the APPLICANT, and the CEQA CONSULTANT have caused this MOU to be executed on the dates set forth below.

COUNTY OF VENTURA

APPLICANT

Signature of Planning Director

Signature of Principal

Printed Name of Planning Director

Printed Name of Principal

Dated: _____

Company

Dated: _____

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CEQA CONSULTANT

Signature of Principal

Printed Name of Principal

Company Name

Dated: _____