

**Memorandum of Understanding By and Between the
County of Riverside and
the City of Menifee
to Enhance Communication and Coordination of
Development Projects of Mutual Interest**

This Memorandum of Understanding, hereinafter referred to as “MOU”, is entered into on this day_____ of _____2023 (the “Effective Date”) by and between the and County of Riverside, a political subdivision of the State of California, hereinafter referred to as (“County”), and the City of Menifee, a Municipal Corporation hereinafter referred to as (“City”), together, “the Parties”, for the establishment of protocols to coordinate development projects located within the unincorporated portions of the County and within the City boundaries that may impact County/City infrastructure and land use compatibility.

Recitals

- A. County is the local land use authority responsible for processing, reviewing and approving land use entitlement applications, including development projects within the unincorporated areas of Riverside County ("Unincorporated County Area");
- B. County's Transportation and Land Management Agency (TLMA) is the County agency responsible for processing land use entitlements, for reviewing final maps and street improvement plans throughout the Unincorporated County Area;
- C. The City’s Community Development Department (CDD) and Public Works Department (PWD) are the City’s departments responsible for processing land use entitlements, reviewing final maps and street improvement plans within the City’s municipal boundaries;
- D. In anticipation of several development projects currently in the entitlement stage or planned for the future, including implementing projects within approved specific plan areas or otherwise requiring subsequent discretionary reviews (collectively, “Development Projects”), the Parties have determined that the City and the County have the shared goal to address the potential impacts of development projects, and that it is beneficial to establish clear communication and coordination protocols as described in this MOU;

- E. The Parties declare that it is in their mutual interest to work cooperatively on issues of planning and growth associated with land development in order to reduce unnecessary conflicts, plan for future infrastructure and development in a coordinated approach, and to be as effective as possible in the implementation of their respective General Plans;
- F. As part of the County's review and approval of development projects adjacent, and in the vicinity of the City that could potentially cause impacts to the City infrastructure, through its planning process, the County shall provide the City the opportunity to review development projects and provide comments to the County. Those comments will be taken into consideration by TLMA staff and forwarded to, along with staff comments, the appropriate County decision body in determining the design, location, and scope of each development project, as set more fully below;
- G. As part of the City's review and approval of development projects, adjacent, and in the vicinity of the Unincorporated County Area, through its planning process, the City shall provide the County the opportunity to review development projects that could potentially cause impacts to the County infrastructure and provide comments to the City. Those comments will be taken into consideration by City staff and forwarded to, along with staff comments, the appropriate City decision body in determining the design, location, and scope of each development project, as set more fully below;
- H. The County and City recognize that by working together through thoughtful planning and clear communication, projects can be efficiently coordinated and collectively improved to meet the needs of each agency prior to the approval of development projects; and
- I. The Parties recognize and understand that individually each has its own plans for growth, priorities, and approaches; however, it is of mutual benefit to enter into this Agreement to acknowledge their cooperation in a variety of key policy areas.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties find that establishment of this Agreement is an effective and beneficial means of setting a framework for regular coordination and consideration of comments regarding future planning, growth, and development issues in, and around the City of Menifee, and agree as follows:

SECTION 1 - COUNTY AGREES:

1. To implement its policies regarding City-County coordination, as discussed in the adopted 2015 County General Plan (General Plan Policies LU — 1.3 through LU— 1.6) and reinforced by City General Plan Policy LU-1.6.
2. To consult with the City on development projects that are proposed adjacent to, and in the vicinity of the City that could potentially cause impacts to the City infrastructure.
3. The Planning Department within TLMA shall be the City's point of contact for all development projects and will closely coordinate with the City's CDD, PWD and the applicable project developers as described herein. Nothing herein shall restrict the City from directly engaging with development project representatives; however, the CDD and PWD shall provide copies of all comments to TLMA, to ensure clear communication and project updates.
4. Prior to entitlement of any development project, adjacent to, or in the vicinity of the City that could potentially cause impacts to the City infrastructure, TLMA will route project plans, scoping memoranda, and/or tentative maps associated with that development project to the CDD for review and comment. It is understood that both Parties have adopted standard requirements for development, and it is evident that at times standard requirements will require revisions and updates, to meet industry needs and changing regulatory requirements. TLMA and CDD shall work together to develop conditions of approval on development projects ("Conditions of Approval") that accurately assess any fair share contribution to City-owned facilities, which contributions shall be paid by the developer directly to the City. TLMA and the CDD shall communicate regarding any revisions and updates to development project plans, tentative maps, and/or Conditions of Approval. Prior to releasing public hearing notice for a development project to each appropriate hearing body, TLMA will provide to the CDD each development projects' Conditions of Approval and the staff recommendations so that there is an opportunity to discuss and consider alternate opportunities to address the CDD's concerns.
5. The County anticipates future increased development densities in certain Unincorporated County Area to address the growing demand for housing, which causes the need for new and/or improved infrastructure that will be mutually beneficial to the County and the City. As the County reviews and considers development project applications that are within existing financing districts (e.g., road bridge and benefit districts, assessment districts, and community facilities districts), the County will continue to collect fees from such development projects. At least twice annually, PWD

and the TMLA will coordinate and collaborate to evaluate the priority, timing, and funding of projects with funds received through such financing districts. PWD and TMLA will further coordinate and collaborate to create a joint financing district(s) if and to the extent there are infrastructure improvements associated with development projects that are not currently within and subject to funding through an existing financing district.

6. As provided in Section 1 of this MOU, as part of the City's land use entitlement process, TLMA shall, within thirty days of receipt from CDD, review and comment on Development Projects that are submitted to TLMA by CDD.

SECTION 2 - CITY AGREES:

1. To implement its policies regarding City-County coordination as discussed in the adopted 2013 City General Plan Policy LU-1.6. and reinforced by the County General Plan (General Plan Policies LU — 1.3 through LU— 1.6).

2. To consult with the County on development projects that are proposed within the City that are adjacent to, and in the vicinity of the Unincorporated County Area that could potentially cause impacts to the County infrastructure.

3. The CDD shall be the City's point of contact for all development projects and will closely coordinate with the TLMA and the applicable project developers as described herein. Nothing herein shall restrict TLMA from directly engaging with development project representatives; however, TLMA shall provide copies of all comments to the CDD, to ensure clear communication and project updates.

4. Prior to entitlement of any development project in the vicinity of the Unincorporated County Area that could potentially cause impacts to the County infrastructure, CDD will route project plans, scoping memoranda, and/or tentative maps associated with that development project to the TLMA for review and comment. It is understood that both Parties have adopted standard requirements for development, and it is evident that at times standard requirements will require revisions and updates, to meet industry needs and changing regulatory requirements. TLMA and CDD shall work together to develop Conditions of Approval that accurately assess any fair share contribution to County-owned facilities, which contributions shall be paid by the developer directly to the County. The CDD and TLMA shall communicate any revisions and updates to development project plans, tentative maps, and/or Conditions of Approval. Prior to releasing public hearing notice

for a development project to each appropriate hearing body, the CDD will provide to TLMA each development project's Conditions of Approval and the staff recommendations so that there is an opportunity to discuss and consider alternate opportunities to address the TLMA's concerns.

5. The City anticipates future increased development densities in areas of the City in the vicinity of the Unincorporated County Area to address the growing demand for housing, which causes the need for new and/or improved infrastructure that will be mutually beneficial to the City and the County. As the City reviews and considers development project applications that are within existing financing districts (e.g., road bridge and benefit districts, assessment districts, and community facilities districts), the City will continue to collect fees from such development projects. At least twice annually, PWD and the TMLA will coordinate and collaborate to evaluate the priority, timing, and funding of projects with funds received through such financing districts. PWD and TMLA will further coordinate and collaborate to create a joint financing district(s) if and to the extent there are infrastructure improvements associated with development projects that are not currently within and subject to funding through an existing financing district.

6. As provided in Section 1 of this MOU, as part of the County's land use entitlement process, CDD shall, within thirty days of receipt from TLMA, review and comment on development projects that are submitted to CDD by TLMA.

SECTION 3 – IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That the timing and sequence of submittals and reviews may be adjusted by mutual agreement of the Parties as necessary to facilitate development.

2. This MOU is subject to termination, by either party, with a written notice of 90 days given prior to the effective termination date.

3. This MOU is the result of negotiations between the Parties, and the advice and assistance of their respective counsel. Any uncertainty or ambiguity in this MOU shall not be construed against the County because the County prepared this MOU in its final form.

4. TLMA and CDD/PWD will meet regularly, no less than quarterly, or more frequently to coordinate the timely completion of development project reviews by either party.

5. All notices shall be given in writing and shall be addressed as provided below for the respective party:

TLMA:

Riverside County - TLMA
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Attn: Charissa Leach, TLMA Director

CDD:

City of Menifee
29844 Haun Road, Menifee, CA 92586
Attn: Cheryl Kitzerow, Community Development Director

“CITY”

CITY OF MENIFEE,
a municipal corporation

By: _____
Armando G. Villa
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Jeffrey T. Melching
City Attorney

“COUNTY”

COUNTY OF RIVERSIDE,
a political subdivision of the State

By: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel