

DATE SUBMITTED 4/8/2025  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 4/16/2025

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Funding Match and Partnership for Development of Environmental Justice Element

1. Approval of Funding Match and Partnership for Development of Environmental Justice Element in the amount of \$35,000

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial is initiating the development of an Environmental Justice Element to comply with SB 1000, which mandates the inclusion of environmental justice policies in General Plans. This Element will address environmental and health disparities affecting disadvantaged communities, aiming to improve quality of life, public health, and equitable access to resources. The City will partner with the Institute for Local Government and a consulting firm through the BOOST Program, which provides no-cost, customized technical assistance to help under-resourced local governments build capacity and advance goals related to climate action, equity, and community resilience. BOOST is a statewide initiative supported by the California Strategic Growth Council and philanthropy, aimed at helping cities like Imperial access funding, improve planning processes, and engage residents more effectively.

The total project cost is \$75,000, of which the BOOST Program will contribute \$40,000. The City's required match is \$35,000.

The project includes:

- An existing conditions assessment identifying pollution burdens and access disparities
- A robust community engagement plan to ensure inclusive participation
- Development of goals, policies, and actions to address environmental justice concerns
- Drafting and finalizing the EJ Element for public review and adoption

City staff will assist in project coordination, data provision, outreach facilitation, and document review throughout the process.

|  |   |
|--|---|
| FISCAL IMPACT: \$35,000 as a match to the \$40,000 BOOST Program funding   | ADMIN SERVICES SIGN INITIALS <u>JMS</u> |
| STAFF RECOMMENDATION: Staff recommends that the City Council authorize a funding match of \$35,000 and approve participation in the development of the City's Environmental Justice (EJ) Element in partnership with the Institute for Local Government (ILG) through the BOOST Program. | DEPT. INITIALS <u>DM</u>                |
| CITY MANAGER'S RECOMMENDATION: <u>approve</u>  | CITY MANAGER'S INITIALS <u>AM</u>       |

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REFERRED TO:

REJECTED ( )

DEFERRED ( )



MEMORANDUM OF UNDERSTANDING

For

TECHNICAL ASSISTANCE, EDUCATION, and TRAINING

Between

CITY OF IMPERIAL

And

INSTITUTE FOR LOCAL GOVERNMENT

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year of the last signature indicated below.

By: *Dennis H. Morita*  
Dennis H. Morita  
City Manager  
City of Imperial

Date: 12/20/2024

By: *Erica L. Manuel*  
Erica Manuel  
CEO & Executive Director  
Institute for Local Government

Date: 12/20/2024



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Institute for Local Government (ILG) and the City of Imperial (Local Agency) (hereinafter collectively referred to as the "Parties").

### 1. PURPOSE

The purpose of this MOU is to establish the framework through which the parties will collaborate and to articulate the specific objectives of the partnership, as well as the roles and responsibilities of each party to accomplish those objectives.

### 2. BACKGROUND

**WHEREAS**, ILG has developed real-world expertise to help local governments navigate complex issues, increase their capacity, and build trust in their communities.

**WHEREAS**, ILG is partnering with the California Strategic Growth Council to administer the BOOST Program in the Imperial Valley Region; and the Local Agency has been selected to participate in the BOOST Program.

**WHEREAS**, the BOOST Program was designed to help local agencies:

- a. Build awareness of funding opportunities available to address variety of city needs including but not limited to economic development, transportation, climate, infrastructure, workforce development, etc.
- b. Organize projects to be best positioned to meet goals.
- c. Optimize existing resources and build more capacity.
- d. Strengthen relationships with key stakeholders and identify new opportunities for regional engagement and collaboration.
- e. Facilitate the compliance process arounds required planning documents including but not limited to housing element, local hazard mitigation plan and environmental justice.

**WHEREAS**, ILG is committed to helping local governments in the region access state and federal funding to address local infrastructure needs, enhance internal capacity, and support a variety of other local priorities by providing right-sized assistance so they can better navigate through complex issues and create healthier, more prosperous communities.

**NOW, THEREFORE**, the undersigned Parties agree as follows:

**3. OBJECTIVES**

The objectives of this MOU are as follows:

- a. To allow the Parties to engage in discussion, collaborate and identify activities of mutual interest.
- b. Where appropriate and as mutually agreed upon, to jointly seek sources of external support to fund these planned collaborative efforts.
- c. To make available to other jurisdictions best practices that are discovered through their collaboration, and to share information that will expand the knowledge base and improve outcomes for all California communities.

**4. EXPECTATIONS OF BOTH PARTIES**

a. ILG Responsibilities. ILG and its partner team will conduct the following activities:

- i. Support & Planning: ILG will offer the Public Agency one-on-one coaching that includes staff trainings, stakeholder engagement, and development of a realistic and sustainable implementation plan.
- ii. Consultation: ILG and its partner team will support the Public Agency in identifying local projects, partners, and work closely with the Local Agency to identify funding sources through grants and other creative funding mechanisms.
- iii. Training & Technical Assistance: ILG and its partner team will assess the specific training, education, and technical assistance needs of the Local Agencies within the Imperial Valley Region and offer trainings to help address those needs and build ongoing capacity.

b. Joint Responsibilities. Each party agrees to the following joint responsibilities:

- i. Key Contacts: Each party will appoint a key contact person for the BOOST Program partnership.
- ii. Regular & Timely Communication: These key contacts will maintain frequent communication to facilitate cooperation under this MOU.
- iii. Established Timelines & Deadlines: These key contacts will work together to determine appropriate timelines for project updates and status reports throughout the program period. Agreed upon activities, projects and outcomes related to this partnership will be specified in "Appendix A" of this document.
- iv. Communication: Each Party will collaborate on all communication and messaging associated with this program and its activities.

5. ASSURANCES

- a. Each party hereby assures and represents that it:
- i. Has all requisite power and authority to execute this MOU.
  - ii. Is committed to working collaboratively to meet the responsibilities specified in this MOU to improve likelihood BOOST Program success.
  - iii. Will comply with all the terms of the BOOST Program and all applicable Federal and State laws and regulations.

6. REPORTING

Upon completion of the BOOST Program, ILG will provide a closing report, which outlines key activities and outcomes for the Local Agency.

7. FUNDING

This MOU does not necessarily anticipate any present exchange of monies between parties or guarantee specific funding.

8. RELATIONSHIP

It is understood and agreed that this MOU is not a contract of employment and does not create an employer-employee relationship between ILG and the Public Agency. Neither Party is authorized to bind the other to any contracts or other obligations without the express written consent of both Parties.

9. INDEMNIFICATION

To the fullest extent permitted by law, ILG shall indemnify, defend (with counsel acceptable to the Public Agency), and hold harmless the Public Agency and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the "Public Agency Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, reasonable attorneys' fees and costs of litigation) (collectively, "Liability") arising out of or in connection with ILG's performance under this MOU, except such Liability caused by the gross negligence or willful misconduct of the Public Agency Indemnitees.

10. EFFECTIVE DATE/DURATION/TERMINATION

This MOU is at-will and may be modified by mutual consent of authorized officials from either party. This MOU shall become effective upon signature by the authorized officials from each organization and will remain in effect until modified or terminated by any one of the parties by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end upon the expiration of the BOOST Project period, on or around June 1, 2026.

## APPENDIX A.

Based on discussions between ILG and the Public Agency, the following are priorities for this partnership and potential activities that may achieve the desired outcomes.

### SCOPE OF ACTIVITIES

- **Technical Assistance for City Planning:** Assist in the development of the Environmental Justice Element and review RFP documents.
- **Climate and Energy:** Support the continued progress of initiatives outlined in the Schneider Electric Study and seek funding for projects related to other climate and energy projects.
- **Funding Opportunities & Grant Support:** Identify and pursue funding opportunities, with a particular emphasis on parks, infrastructure, active transportation, planning, and economic development. Provide a systematic approach to grant writing, grant monitoring, and grant reporting.
- **Rate and Fee Strategy:** Offer strategic guidance and support in adjusting water rates and impact development fees.
- **SB 1383 Compliance Support:** Assist the city in meeting the requirements and ensuring compliance with SB 1383.
- **Training & Capacity Building:** Provide training to enhance skills in public engagement, meeting facilitation, leadership, parliamentary procedures, the Brown Act, grant writing and management, and other areas to strengthen elected and staff capacity.