

DATE SUBMITTED 01/15/16  
 SUBMITTED BY PLANNING DIRECTOR  
 DATE ACTION REQUIRED 01/20/16

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: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL RELATED AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT

- I. APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND COUNTY OF IMPERIAL

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

The City received approximately \$3.8M from the US Economic Development Administration (EDA) to extend certain infrastructure to serve the proposed Alliance Regional Center at the northwest corner of Highway 86 and Neckel Road. A revision to the project scope was necessary in order to provide a water loop and extend the benefit to additional growth areas in the northwest part of the City's Sphere of Influence. This revision requires some pipelines to be installed within County rights-of-way, so the EDA is requiring that the County be identified as a co-applicant and co-recipient. The Memorandum of Understanding (MOU) states that the County will only act as a co-recipient and the City must perform all requirements of the grant. The County will not be required to provide local match or any other obligations of the grant.

FISCAL IMPACT: None

F.O. INITIALS: \_\_\_\_\_

STAFF RECOMMENDATION:

Staff recommends approval of the MOU.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS

MOTION:

SECONDED: APPROVED ( ) REJECTED ( )  
 AYES: DISAPPROVED ( ) DEFERRED ( )  
 NAYES:  
 ABSENT: REFERRED TO:

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF  
IMPERIAL AND THE CITY OF IMPERIAL REGARDING PROJECT FUNDED BY  
THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC  
DEVELOPMENT ADMINISTRATION**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, through its Community and Economic Development (“COUNTY”), and the **CITY OF IMPERIAL**, a California municipal corporation (“CITY”), collectively referred to as (“PARTIES”).

**A. PURPOSE:**

The purpose of this MOU is to outline the mutual agreement between COUNTY and CITY with regard to a joint grant application to the United States Department of Commerce, Economic Development Administration (“EDA”) for offsite water, sewer (pipeline), utility, and roadway infrastructure improvements from the Alliance and Innovative Regional Center, along existing COUNTY and CITY rights of way on dirt shoulders of Neckel and La Brucherie Roads, to the Water Treatment Plant located at Fourth Street, total distance 8,200 LF (“Project”).

The project will benefit the community by increasing water and sewer access to areas currently not served, and providing opportunities for new growth and economic development.

**B. COUNTY SHALL:**

1. Participate as a co-recipient for the Project only.

**C. CITY SHALL:**

1. Be solely responsible for all Project activities and requirements, including but not limited to obtaining easements and encroachment permits; service, maintenance, and repair of all Project improvements in perpetuity; property damage resulting, arising, or in connection with the Project; etc.
2. Incur all responsibilities, including but not limited to obtaining any permit or property rights from the COUNTY; paying all financial support matters; etc.

**D. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. Modifications. Any modifications within the scope of the MOU shall be made by mutual consent of the PARTIES, by the issuance of a written modification, signed and dated by both PARTIES, prior to any changes being made.

2. Compliance. The PARTIES agree that in performing this MOU, each party shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments.
3. Term. This MOU shall commence upon the execution date first state above and shall remain in full force and effect until the expiration of the Project or until terminated in writing by agreement of both PARTIES.
4. Principal Contacts. The principal contacts for this MOU are:

Ralph Cordova, Jr.  
 CEO  
 County of Imperial  
 940 W. Main St. Suite 203  
 El Centro, CA 92243

Marlene D. Best  
 City Manager  
 City of Imperial  
 420 S. Imperial Avenue  
 Imperial, CA 92251

5. Indemnification. Each PARTY shall indemnify, defend and hold harmless the other PARTY, its directors, elected officials, officers, agents and employees, from and against all claims, damages, losses, liabilities, costs or expenses of any nature whatsoever, arising from or in connection with this MOU, except to the extent such claim, damage, loss, liability, cost or expense was caused by the indemnified PARTY's negligence.

IN WITNESS WHEREOF, the PARTIES hereto have executed this MOU as of the date first stated above.

**COUNTY**

**CITY**

By: \_\_\_\_\_  
 RYAN E. KELLEY, Chairman  
 Board of Supervisors

By: \_\_\_\_\_  
 MARK GRAN, Mayor  
 City Council

ATTEST:

APPROVED AS TO FORM:  
 KATHERINE TURNER  
 County Counsel

By: \_\_\_\_\_  
 BLANCA ACOSTA  
 Clerk of the Board of Supervisors

By: \_\_\_\_\_  
 Eric Havens  
 Deputy County Counsel