

**FY 24/25 - FY 25/26 Member Agency Administered Program
Expense Reimbursement Agreement Between
Central Basin Municipal Water District
And
The City of Signal Hill**

This Expense Reimbursement Agreement (“Agreement”), dated May 12, 2025, is made between Central Basin Municipal Water District (the “District”) and the City of Signal Hill (the “City”). The District and City may be collectively referred to as “Parties” and individually as “Party.”

Recitals:

- A. Metropolitan Water District (“Metropolitan”) gives its member agencies, including the District, funds to complete water conservation projects throughout its service area. The funds are active for the duration of one fiscal year and do not roll over to the next funding period;
- B. The District seeks to fund a turf replacement project to further water conservation;
- C. The City seeks to reduce potable water usage by approximately 60% through a turf replacement project focused on City medians;
- D. The District desires to reimburse the City’s turf replacement program with up to \$70,000 of the funds the District receives from Metropolitan for water conservation projects.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement the Parties agree as follows:

Agreement:

1. Funding and Project Description

1.1 The District will reimburse the City up to \$70,000 for the City’s Willow Street Median Improvement and Water Conservation Project (“Project”). Funding does not cover costs for labor.

1.2 This funding authorization is effective only for the designated period or until a new authorization is received and approved by the District.

1.3 The City will improve water conservation at City medians. Historically, medians have been planted with lush green grass/plants and maintained with traditional sprinkler systems, which do not align with the City’s current water conservation goals. The project will replace all existing landscaping with drought-tolerant plants and implement smart irrigation. The total project cost is \$367,677 and the City may submit invoices up to \$70,000 for any applicable water conservation activities which are highlighted in yellow in Figure 1.

Figure 1

Willow St Median Improvement and Water Conservation Project				
Mobilization	1	LS	\$ 12,000	\$ 12,000
Traffic Control	1	LS	\$ 7,500	\$ 7,500
Site demolition and Disposal	7560	SF	\$ 2	\$ 11,340
Clear and grub landscape area	5500	SF	\$ 1	\$ 6,875
Remove existing hardscape	5500	SF	\$ 6	\$ 30,250
Remove tree	6	EA	\$ 1,100	\$ 6,600
Protect (E) Tree	5	EA	\$ 300	\$ 1,500
Protect (E) concrete curb around	6520	LF	\$ 2	\$ 13,040
General site grading and fine grading	12062	SF	\$ 2	\$ 24,124
New entry sign	1	EA	\$ 5,500	\$ 5,500
Cut asphalt and repair to install irrigation control wires	2200	LF	\$ 15	\$ 33,000
Topsoil, fertilizer and grading	12062	SF	\$ 3	\$ 36,186
Trees, 36" box or Palm trees	6	EA	\$ 1,250	\$ 7,500
Shrubs	5560	SF	\$ 15	\$ 83,400
Seed	12062	SF	\$ 1	\$ 12,062
Irrigation with SMART controller	1	LS	\$ 75,000	\$ 75,000
3-month maintenance	3	EA	\$ 600	\$ 1,800
			Total	\$ 367,677

Items highlighted in yellow are considered water conservation items that are approved for use MWD funds.

2. Term: This Agreement is effective as of May 12, 2025, and shall be effective until October 30, 2025.

3. Reporting

3.1 By October 20, 2025, the City will provide the District documentation including invoices, the date the invoices were paid, plans, before photos, photos of work done (grading, installing SMART irrigation, addition of fertilizer/shrubs), updates, dates of work completed, and all other information related to the Project. In addition, an excel sheet must be provided with the following information:

- The installation address (address of medians that work was done),
- Smart water irrigation brand,
- Smart water irrigation model, and
- Associated price.

3.2 The City must notify the District of the date(s) of completion to allow the District to inspect the work done.

3.3 The District and the City will have meetings on an as-needed basis. Within 30 days of the City completing the Program, the City will provide the District with an estimate of the water savings due to project implementation.

4. Project Timeline: The Project will begin once this Agreement is executed, and Metropolitan's panel approves the pre-approval application. The Project must be completed by October 20, 2025. All documentation and invoices must be submitted by October 20, 2025.

5. Reimbursement

5.1 The District will reimburse the City up to \$70,000 for water conservation activities as described in section 1.3 that are completed by October 20, 2025. Reimbursement is also dependent on the receipt of the invoices by October 20, 2025, as required in section 3.1.

5.2 Reimbursement may take up to six months after the Program completion date of October 30, 2025, due to the need for Metropolitan to review the invoices and add a credit to the District's account.

6. Miscellaneous Provisions

6.1 NOTICE: Any communication required in this Agreement shall be in writing and will be deemed received upon 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to City: _____ City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: Thomas Bekele
Phone: (562) 989-7356
E-mail: tbekele@cityofsignalhill.org

If to District: _____ Central Basin Municipal Water District
P.O. Box 911579,
Los Angeles, CA 90091
Attn: Elaine Jeng General Manager
Phone: (323) 270-6954
E-mail: elainej@centralbasin.org

7.

7.1 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in

connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this Agreement, or other causes beyond the reasonable control of the party obligated to perform.

7.2 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.3 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

7.4 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.5 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.6 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.7 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to District approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

7.8 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written below, effective as of the date written above ("Effective Date").

APPROVED:

Central Basin Municipal Water District City of Signal Hill

By: _____ By: _____

Elaine Jeng
Interim General Manager

Carlo Tomaino
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

SECONDARY DESIGNEE

By: _____
Victor M. Ponto
Burke, Williams & Sorensen, LLP
General Counsel

By: _____
Thomas Bekele
Public Works Director

Date: _____

Date: _____