

**SANTA YNEZ WMA JOINT POWERS AUTHORITY  
COST SHARING AND REIMBURSEMENT  
AGREEMENT**

This Cost Sharing and Reimbursement Agreement ("Agreement") is entered into on \_\_\_\_\_, 2025, by and among the below listed members of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, a California Joint Powers Authority ("WMA"), located within the Santa Ynez River Valley Groundwater Basin ("Basin"), each a "Party" and collectively referred to as the "Parties":

Members:

1. City of Lompoc ("Lompoc")
2. Mission Hills Community Services District ("Mission Hills")
3. Vandenberg Village Community Services District ("Vandenberg")
4. Santa Ynez River Water Conservation District ("SYRWCD")
5. Santa Barbara County Water Agency ("Santa Barbara")

**RECITALS:**

WHEREAS, the Parties collectively have a shared interest in implementing a Groundwater Sustainability Plan ("GSP") covering a portion of the Basin to satisfy the requirements of the Sustainable Groundwater Management Act ("SGMA");

WHEREAS, the Parties have formed the WMA for the purpose of implementing the WMA GSP which has been previously adopted and approved by the California Department of Water Resources ("DWR") and sustainably manage the groundwater of lands within the boundaries of the WMA;

WHEREAS, the WMA, as a new entity, is in the process of developing its own funding source;

WHEREAS, it is necessary for the Parties to engage the services of consultants to perform necessary administrative services, rate studies, provide legal services, technical studies and otherwise implement the WMA GSP;

WHEREAS, pursuant to Section 14.2 of the WMA Joint Powers Agreement, subject to reimbursement from the WMA, the Parties have previously contributed, and have agreed to contribute, funding to the WMA in the percentage stated to cover the costs to operate the WMA and retain the necessary consultants until such time as other funds are available to cover these costs;

WHEREAS, at the request of and pursuant to resolutions adopted by the governing bodies of the GSAs within the Basin, including the WMA, SYRWCD entered into Grant Agreement Number 4600015265 ("Grant") with DWR for the purpose of providing reimbursement funding pursuant to Proposition 68 to assist in financing SGMA

implementation in the Basin;

WHEREAS, subject to a Subgrant Agreement between the WMA and other GSAs in the Basin, it is expected that certain costs borne by the WMA will be reimbursed with Grant funds;

WHEREAS, the Parties acknowledge that sharing the costs associated with the operation of the WMA is beneficial and cost-effective;

WHEREAS, the Parties agree to share costs and be reimbursed for said costs, including prior contributions the parties have previously provided to the WMA pursuant to this Agreement.

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

**AGREEMENT TERMS:**

- 1. **Cost Sharing / Reimbursement:** The Parties agree to collectively share costs associated with the operation of the WMA and hiring of consultants to accomplish the WMA’s purpose until such time as other funding is available to offset the need for additional Party contributions, as set forth in Article 14 of the WMA’s Joint Powers Agreement, dated November 28, 2023. Specifically, the Parties contributions shall be as follows:

SYRWCD	50%
Lompoc	25%
Mission Hills	12.5%
Vandenberg	12.5%
Santa Barbara	0%

This cost sharing arrangement is being agreed to by each Party pursuant to the express understanding and condition that any amounts paid in accordance with this Agreement by any Party before, on or after the Effective Date, including but not limited to each Party's proportionate share of Shared Costs and prior contributions paid after the effective date of the WMA JPA (Nov. 28, 2023) shall be reimbursed, without interest, by the WMA through grant funds received by or on behalf of the WMA to the extent allowed by the terms of such grant(s), or through other funds generated, acquired, or otherwise held by or on behalf of the WMA, including but not limited to SGMA-related fees, charges, loans, or other funding, to the extent such reimbursement is authorized by law. Such reimbursement will be made when the WMA determines it has funds available for such reimbursement that may legally be used for that purpose and such reimbursement will be made no later than Fiscal Year Ending 2028, unless such date is extended by written agreement by the Parties hereto.

- 2. **Cash Calls:** Upon determination by the Board of Directors of the WMA that funding is needed, a cash call shall be made to the Parties, and each Party shall contribute the percentage set forth above to satisfy the full amount of the cash call. Payments will be made within thirty (30) days

written notice to the Parties of the cash call and amount necessary. The Parties shall deposit their respective contributions with the WMA, which will serve as the custodian of the funds. Consultant invoices will be sent directly to the WMA who will facilitate the timely review and payment of invoices.

3. **Accounting:** WMA shall maintain accurate accounting records and other documentation pertaining to all monies concerning this Agreement. Such records and documentation shall be kept during the term of this Agreement, and for a period of three (3) years following payment of any invoice received. WMA shall make available to any requesting Party the accounting records pertaining to that requesting Party.
4. **Amendments:** This Agreement may only be amended in writing and signed by all Parties hereto.
5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
6. **Joint Ownership of Work Product:** All work product generated pursuant to this Agreement shall be jointly owned by the Parties so that each will have access and ability to utilize said work product.
7. **Execution in Parts or Counterparts:** This Agreement shall be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Electronic signatures shall be binding.

**EXECUTION:**

IN WITNESS WHEREOF, the Parties hereto have executed this Cost Sharing Agreement as of the date first above written.

City of Lompoc

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Mission Hills Community Services District

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Vandenberg Village Community Services District

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Santa Ynez River Water Conservation District

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