

**JOINT EXERCISE OF POWERS AGREEMENT
SANTA YNEZ RIVER VALLEY BASIN WESTERN MANAGEMENT AREA
GROUNDWATER SUSTAINABILITY AGENCY**

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into this _____ day of _____ 2023 by and between the City of Lompoc (“Lompoc”); Mission Hills Community Services District (“Mission Hills” or “MHCS D”), Vandenberg Village Community Services District (“Vandenberg Village” or “VVCS D”), Santa Ynez River Water Conservation District (“SYRWCD” or “District”), and the Santa Barbara County Water Agency (“Santa Barbara”), also each referred to individually as “Member” and collectively as “Members,” for the purposes of forming a joint powers agency to serve as the Groundwater Sustainability Agency for the Western Management Area of the Santa Ynez River Valley Groundwater Basin. This joint powers agency shall hereinafter be known as the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA” or “GSA”).

RECITALS

THIS AGREEMENT is made with reference to the following facts:

A. WHEREAS, the Sustainable Groundwater Management Act of 2014 (“SGMA”), including but not limited to Water Code section 10720 et seq., requires Groundwater Sustainability Agencies (“GSAs”) to manage medium and high priority groundwater basins throughout the state through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”). SGMA defines “basin” as a basin or sub-basin identified and defined in Bulletin 118, a publican of the California Department of Water Resources (“DWR”).

B. WHEREAS, the Santa Ynez River Valley Groundwater Basin (also referred to as the “Santa Ynez Groundwater Basin” or “Basin”), identified and defined by DWR in Bulletin 118 as Basin 3-15, has been designated by DWR as a medium priority basin.

C. WHEREAS, Bulletin 118 describes the Basin as being in three portions, the eastern, central, and western. The western portion consists of the Lompoc Plain, Lompoc Terrace, and Lompoc Upland; the central portion consists of the Buellton Upland, and the eastern portion consists of the Santa Ynez Uplands. For the purpose of implementing SGMA, each portion of the Basin as described by DWR has been designated as a separate “Management Area” as authorized by SGMA, where the three Management Areas cover the entire Basin defined by Bulletin 118.

D. WHEREAS, for purposes of administering its groundwater usage program and other water management functions, the District also generally recognizes these hydrogeologic units.

E. WHEREAS, the map attached hereto as Exhibit A depicts the boundaries

of the three Management Areas of the Basin.

F. WHEREAS, in 2016, local public agencies eligible to form a GSA or GSAs in the Basin determined that a separate GSA would be formed for each Management Area of the Basin (see Memorandum of Understanding for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated May 23, 2016).

G. WHEREAS, effective January 11, 2017, the Members entered into a “Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez Valley Groundwater Basin under the Sustainable Groundwater Management Act” (“2017 MOA”), which established the Members as the participating agencies of the WMA GSA created by the 2017 MOA.

H. WHEREAS, the District covers approximately 64 percent of the WMA, comprising the Lompoc Plain, Lompoc Terrace, and Lompoc Uplands (including the Santa Rita Valley). This area includes the City of Lompoc, the communities of Vandenberg Village and Mission Hills, the Lompoc Federal Correctional Complex (“Lompoc FCC”) and portions of Vandenberg Space Force Base (“VSFB”). VSFB covers the majority of the remaining WMA outside the District (approximately the remaining 35 percent of the WMA). As Federal entities, VSFB and Lompoc FCC are not required to be subject to SGMA. The Santa Barbara County Water Agency (“County Water Agency”) covers approximately 1 percent of the WMA area not within the District, VSFB, and Lompoc FCC. Lompoc, the District, VVCS, and MHCS, and the County Water Agency represent all of the public agencies (as defined by SGMA) that were eligible to form a GSA in the WMA. The formation of the WMA GSA was supported by the following:

- a. The District has augmented the groundwater supply for the WMA through water rights releases under California State Water Resource Control Board (“SWRCB”) Order 89-18 and preceding SWRCB orders since 1953.
- b. The District has monitored groundwater production and groundwater storage in the Basin, including the WMA, since 1979.
- c. The District, Lompoc, VVCS, and MHCS have a history of collaboration on projects that benefit groundwater use and management in the WMA. These include: 1) comprehensive studies of supplemental winter groundwater recharge from the river; 2) interconnections between the entities’ water systems for operational flexibility and increased system reliability; and 3) comprehensive U.S. Geological Survey hydrogeologic studies of the WMA in the late 1980s through the early 1990s and ongoing monitoring of groundwater levels and groundwater quality.

I. WHEREAS, pursuant to separate Memoranda of Understanding, the local public agencies in the Eastern Management Area (“EMA”) and the Central Management Area (“CMA”) of the Basin, respectively, formed an EMA GSA and a CMA GSA in the

Basin.

J. WHEREAS, effective February 26, 2020, the local public agencies participating in the EMA GSA, the WMA GSA, and the CMA GSA entered into the “Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin.”

K. WHEREAS, in accordance with Water Code section 10727.6 and California Code of Regulations, title 23, section 357.4, the EMA GSA, the WMA GSA, and the CMA GSA entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement, effective January 1, 2022.

L. WHEREAS, the WMA GSA formed under the 2017 MOA has already developed, adopted, and submitted a Groundwater Sustainability Plan (“GSP”) for the WMA to DWR as required by SGMA; and

M. WHEREAS, each of the Members is duly organized and existing under the laws of the State of California and is a local agency qualified to become or form a GSA under the SGMA for the WMA of the Basin; and

N. WHEREAS, pursuant to SGMA, specifically Water Code section 10723.6, and the Joint Exercise of Powers Act, Government Code section 6500 et seq., the Members are authorized to create a joint powers agency to jointly exercise any power common to the Members together with such powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA.

O. WHEREAS, the Members hereby intend to reform the existing WMA GSA established under the 2017 MOU as a separate entity under the Joint Exercise of Powers Act in order to implement the WMA GSP and sustainably manage the WMA under SGMA.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Members hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 DEFINITIONS

The following terms shall have the following meanings for purposes of this

Agreement:

2.1 “Agreement” means this Joint Exercise of Powers Agreement reforming the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency.

2.2 “Basin” means the Santa Ynez River Valley Groundwater Basin, as identified and defined by DWR in Bulletin 118 (as Basin 3-15) as of the Effective Date of this Agreement or as modified pursuant to Water Code section 10722.2.

2.3 “Bulletin 118” means DWR’s report entitled “California Groundwater: Bulletin 118” updated in 2016 and 2020, and as it may be subsequently updated or revised in accordance with Water Code section 12924.

2.4 “Board of Directors” or “Board” means the governing body of the WMA GSA as established by Article 7 of this Agreement.

2.5 “WMA” means the Western Management Area of the Basin, as defined and depicted in the GSP for the WMA, as amended from time to time pursuant to SGMA.

2.6 “WMA GSA” or “GSA” means the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, formed under the 2017 memorandum of agreement and reformed as a separate joint powers authority through this Agreement.

2.7 “Director(s)” and “Alternate Director(s)” means a Director or Alternate Director appointed by a Member or appointed by the Directors representing the Members pursuant to Articles 7.2 and 7.3 of this Agreement.

2.8 “DWR” means the California Department of Water Resources.

2.9 “GSP” means a Groundwater Sustainability Plan, as defined by SGMA in Water Code section 10727 et seq.

2.10 “Joint Exercise of Powers Act” means Government Code section 6500 et seq., as amended from time to time.

2.11 “Member” or “Members” means an entity or the entities authorized by SGMA and other applicable law to participate in the WMA GSA as reformed by this Agreement and included in Article 6.1 of this Agreement, or any entity that becomes a new Member of the WMA GSA pursuant to Article 6.2 of this Agreement.

2.12 “Officer(s)” means the Chair, Vice Chair, Secretary, or Treasurer of the WMA GSA to be appointed by the Board of Directors pursuant to Article 8.2 of this Agreement.

2.13 “SGMA” means the Sustainable Groundwater Management Act, including but not limited to Water Code section 10720 et seq., as SGMA may be amended from

time to time.

2.14 “State” means the State of California.

2.15 “Voluntary Contribution” means a payment to the WMA GSA at the sole discretion of the payor that is neither a grant nor a direct Member payment made pursuant to Article 14.2(e).

ARTICLE 3 CREATION OF THE WMA GSA

3.1 Creation of a Joint Powers Agency. There is hereby created, pursuant to the Joint Exercise of Powers Act and ,SGMA, a joint powers agency, which is a public entity separate from the Members, and shall be known as the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA” or “GSA”). The boundaries of the WMA GSA shall be coterminous with the boundaries of the WMA portion of the Basin as established by the WMA GSP and depicted in Exhibit A attached hereto and incorporated herein by reference, which may be amended from time to time pursuant to SGMA. It is the intent of the Members that this Agreement reforms the GSA currently existing under the 2017 memorandum of understanding.

3.2 Notices. Within 30 days after the Effective Date, and after any amendment hereto, the GSA shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 30 days after the Effective Date, the GSA shall cause a statement of the information concerning the GSA, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Santa Barbara, setting forth the facts required to be stated pursuant to Government Code section 53051(a). Within 30 days after the Effective Date, the GSA shall inform DWR of the Members’ decision and intent to undertake sustainable groundwater management within the WMA in accordance with Water Code section 10723.8 through this JPA.

3.3 Purpose of the WMA GSA. The purpose of the WMA GSA is to implement and comply with SGMA in the WMA portion of the Santa Ynez River Valley Groundwater Basin by serving as the WMA’s GSA, implementing the GSP for the WMA, and coordinating with the EMA GSA and CMA GSA in sustainably managing the Basin pursuant to SGMA.

ARTICLE 4 TERM

4.1 This Agreement shall become effective on the last date on which all of the Members listed in Article 6.1 sign this Agreement (“Effective Date”), after which notices

shall be filed in accordance with Article 3.2. This Agreement shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

ARTICLE 5 POWERS

5.1 The WMA GSA shall possess the common powers set forth in this Agreement together with such other powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA, subject to the limitations set forth therein.

5.2 For purposes of Government Code section 6509 and Water Code section 10730.6(d), the powers of the WMA GSA shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Santa Barbara, and in the event of the withdrawal of Santa Barbara as a Member under this Agreement the manner of exercising the GSA's powers shall be exercised subject to those restrictions imposed on Lompoc.

5.3 The WMA GSA shall have all powers that a GSA is authorized to exercise as provided by SGMA, including without limitation the power to implement the GSP, update the GSP every 5-years, and meet the requirements set forth in the Intra-Basin Coordination Agreement.

5.4 The WMA GSA shall have the power to impose and receive fees under SGMA to fund the WMA GSA and GSP implementation.

5.5 The WMA GSA shall have the following additional powers:

- a) To make and enter contracts, including contracts with its Members;
- b) To employ agents, attorneys, consultants, and employees or to contract for personnel to fulfill its mission and purpose;
- c) To lease, acquire, construct, manage, maintain, or operate any building, works or improvements;
- d) To lease, acquire, hold, or dispose of real or personal property;
- e) To borrow money, issue bonds, and incur debts, liabilities, or obligations for the purpose of paying all or any part of the costs of any other authorized activity of the GSA, which debts, liabilities, and obligations shall not constitute debts, liabilities, or obligations of any Members;
- f) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the WMA GSA consents to such gifts, contributions, and donations;

- g) To fix the compensation, if any, paid to the Plan Manager, Secretary, Treasurer, and Legal Counsel, in compliance with all applicable laws;
- h) To prescribe the duties, compensation, and other terms and conditions of employment of other agents, officers, and employees;
- i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the WMA GSA and other rules and regulations as permitted by SGMA;
- j) To apply for, accept, receive, and disburse grants, loans, and other aid from any agency of the United States of America or of the State of California;
- k) To sue and be sued in its own name;
- l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the WMA GSA;
- m) To contract and pay compensation for professional, financial, and other services;
- n) To carry out and enforce all provisions of this Agreement;
- o) To exercise any power necessary or incidental to the foregoing powers.

ARTICLE 6 MEMBERSHIP

6.1 Members. The Members of the WMA GSA shall be:

- (a) City of Lompoc;
- (b) Santa Barbara County Water Agency;
- (c) Vandenberg Village Community Services District;
- (d) Mission Hills Community Service District; and
- (e) Santa Ynez River Water Conservation District

as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

6.2 New Members. Any entity authorized by SGMA and other applicable law to participate in the WMA GSA, that is not a Member on the Effective Date of this Agreement,

may become a Member upon all of the following:

- (a) The approval of the Board of Directors as specified in Article 12.3;
- (b) Amendment of the Agreement in accordance with Article 18.2; and
- (c) Payment by the new Member of a pro rata share of all previously incurred costs that the Board of Directors determines are appropriate for assessment on the new Member.

ARTICLE 7 BOARD OF DIRECTORS

7.1 Formation of the Board of Directors. The WMA GSA shall be governed by a Board of Directors ("Board"). Directors shall include one representative from each of the Members identified in Article 6.1.

7.2 Appointment of Directors. Directors shall be appointed by the represented Member's governing body. Each Director representing a Member shall be an elected official or member of management of the appointing Member.

7.3 Alternate Directors. Each Director shall have one Alternate Director to act as a substitute Director for that Director in his or her absence. All Alternate Directors shall be appointed in the same manner as set forth in Article 7.2. Alternate Directors shall not vote or participate in any deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If a Director is not present, or if a Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all roles of the Director, and shall have the authority to act on behalf of the absent Director, including but not limited to participating in open session and closed session deliberations and casting votes on matters before the Board. An Alternate Director representing a Member shall be an elected official or member of management of the appointing Member.

7.4 Requirements. Each Director and Alternate Director shall be appointed as set forth in Article 7.2. Directors and Alternate Directors representing a Member shall serve at the pleasure of the governing body of the appointing Member. No individual Director or Alternate Director representing a Member may be removed except by the vote of the governing body of the Member that appointed him/her.

7.5 Vacancies. Upon the resignation or removal of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Article 7.2. Upon the resignation or removal of an Alternate Director, a new Alternate Director shall be appointed as set forth in Articles 7.2 and 7.3. A Member shall submit any changes in

its Director or Alternate Director positions to the Board or Plan Manager.

7.6 Duties of the Board of Directors. The business and affairs of the WMA GSA, and all of its powers, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Plan Manager or others pursuant to this Agreement, Bylaws of the GSA, the WMA GSP, or specific action of the Board of Directors.

7.7 Director and Alternate Compensation. No Director or Alternate Director shall be compensated by the WMA GSA in connection with any meetings or other activities undertaken as a representative of the GSA. Nothing in this Article is intended to prohibit a Member from compensating its Director or Alternate Director for compensable activities undertaken as a Director or Alternate Director of the GSA Board.

ARTICLE 8 OFFICERS

8.1 Officers. Officers of the WMA GSA shall be a Chair, Vice Chair, Secretary, and Treasurer. Additional officers may be appointed by the Board as it deems necessary.

- (a) Chair. The Chair shall preside at all meetings of the Board of Directors, and shall be a member of the Board.
- (b) Vice Chair. The Vice Chair shall exercise all powers of the Chair in the Chair's absence or inability to act, and shall be a member of the Board.
- (c) Secretary. The Secretary shall keep minutes of meetings of the Board of Directors and shall perform other duties and responsibilities as properly delegated by the Board. The Secretary may, but need not, be a member of the Board.
- (d) Treasurer. The Treasurer shall perform the duties and responsibilities specified in Government Code sections 6505.5 and 6505.6. The Treasurer may, but need not, be a member of the Board.

8.2 Appointment of Officers. Officers shall be appointed annually by, and serve at the pleasure of, the Board of Directors. Officers shall be appointed at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. The Director from SYRWCD shall be designated as the Chair Pro Tem to preside at the first meeting of the Board until a Chair is appointed by resolution of the Board. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a decision of the Board in accordance with Article 11.3(a). Notwithstanding the foregoing, the Treasurer shall be appointed in the manner specified in Government Code sections 6505.5 and 6505.6.

8.3 Principal Office. The principal office of the WMA GSA shall be established

by the Board of Directors, and may thereafter be changed by the Board.

ARTICLE 9 PLAN MANAGER & STAFF

9.1 Hiring. The Board may hire a Plan Manager or other designated manager of the WMA GSA, as well as any needed staff, consultants, and Legal Counsel, who may be hired as an employee of the WMA GSA or by contract with the WMA GSA. The Plan Manager and Legal Counsel may be, but need not be, officers, employees, or representatives of one of the Members.

9.2 Compensation. The Plan Manager, staff, consultants, and Legal Counsel's compensation shall be determined by the Board.

9.3 Duties. The Plan Manager, staff, consultant and Legal Counsel shall serve at the pleasure of the Board. The Plan Manager shall be responsible to the Board for the property and efficient administration of the GSA and act as a point of contact for the GSA. The Plan Manager shall have the powers designated by the Board, and otherwise as set forth in the GSA Bylaws.

10.4 Termination. The Plan Manager shall serve until his/her resignation or until the Board terminates the Plan Manager's employment or contract.

ARTICLE 10 GSA DIRECTOR MEETINGS

10.1 Initial Meeting. The initial meeting of the WMA GSA Board of Directors shall be called by the Chair Pro Tem and held within the boundaries of the WMA, within sixty (60) days of the Effective Date of this Agreement.

10.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time, and place set by the Board, and at such other dates, times, and places as may be determined by the Board.

10.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors, in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.4 Conduct. All meetings of the Board of Directors, including special meetings, and any meetings involving teleconferencing to the extent allowed by law, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974

(Government Code section 81000 et seq.).

ARTICLE 11 VOTING

11.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the Directors. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted.

11.2 Director Votes. Voting by the Board of Directors shall be weighted as follows:

- (a) The Director representing Lompoc shall have two (2) votes;
- (b) The Director representing Vandenberg Village shall have one (1) vote;
- (c) The Director representing Mission Hills shall have one (1) vote;
- (d) The Director representing SYRWCD shall have four (4) votes; and
- (e) The Director representing Santa Barbara shall be a non-voting member.

A Director, or an Alternate Director when acting in the absence of a Director, may vote on all matters of GSA business unless disqualified.

11.3 Decisions of the Board.

- (a) Majority Approval. Except as otherwise specified in Article 11.3(b), all decisions of the Board of Directors shall require the affirmative vote of more than 50 percent of the vote total in accordance with Article 11.2
- (b) Supermajority Approval. Notwithstanding Article 11.3(a), a minimum 75 percent vote total in accordance with Article 11.2 shall be required to approve any of the following: (i) the annual budget; (ii) any substantive amendment to the WMA GSP; (iii) addition of new Members pursuant to Article 6.2; (iv) establishment and levying of any fee, charge, or assessment; (v) adoption or amendment of the GSA Bylaws; (vi) regulation, limitation, or suspension of extractions from groundwater wells; or (vii) issuance of bonds or other forms of

indebtedness.

ARTICLE 12 BYLAWS

13.1 The Board of Directors may approve and amend, as needed, Bylaws for the WMA GSA.

ARTICLE 13 ACCOUNTING PRACTICES

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The WMA GSA shall maintain strict accountability of all funds and a report of all receipts and disbursements of the GSA. The GSA shall hire an independent auditor to audit its funds and accounts as required by law.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the WMA GSA shall run from July 1st to June 30th.

ARTICLE 14 BUDGET AND EXPENSES

14.1 Budget. The Board of Directors shall adopt an annual budget for the WMA GSA.

14.2 GSA Funding and Contributions.

- (a) For the purpose of funding the expenses and ongoing operations of the WMA GSA, the Board of Directors shall maintain a funding account in connection with the annual budget process.
- (b) The WMA GSA may endeavor to pursue and apply for grants and/or loans to fund a portion of the cost of implementing the WMA GSP as the Board may direct.
- (c) The Board of Directors may accept Voluntary Contributions from Members or other persons or entities that are not subject to reimbursement by the GSA, and may accept Voluntary Contributions from Members or other persons or entities that are to be reimbursed by the GSA. The Board of Directors will execute a contract with any party making a Voluntary Contribution and such contract will contain

the terms by which the WMA GSA accepts the Voluntary Contribution.

- (d) There are several vehicles to capture costs for implementing SGMA pursuant to Water Code sections 10730, *et seq.* The Board of Directors may pursue funding through any means allowable by law, including but not limited to fees and/or charges.
- (e) To the extent other funds are not available to pay WMA GSA expenses, each Member will pay the following percentage of such expenses:

SYWRCD:	50%
Lompoc:	25%
Mission Hills:	12.5%
Vandenberg Village:	12.5%
Santa Barbara:	0%

- (f) The GSA will apply funds available in the funding account to WMA GSA expenses in the following order:
 - (i) Voluntary Contributions not subject to reimbursement by the GSA
 - (ii) Grant funds
 - (iii) Revenue generated from fees/charges
 - (iv) Bond proceeds from any bonds issued pursuant to this Agreement
 - (v) Voluntary Contributions subject to reimbursement by the GSA
 - (vi) Direct payments from Members made pursuant to Article 14.2(e).

14.3 Issuance of Indebtedness. The GSA may issue bonds, notes, or other forms of indebtedness, provided such issuance is approved at a meeting of the Board of Directors by supermajority vote in accordance with Article 11.3(b).

ARTICLE 15 LIABILITIES

15.1 Liability. In accordance with Government Code section 6508.1, the debts, liabilities, and obligations of the WMA GSA, other than any retirement liabilities if it contracts with a public retirement system, shall be the debts, liabilities, and obligations of

the GSA alone, and not of any of the Members individually or jointly.

15.2 Indemnity. The WMA GSA, and those persons, agencies, consultants, entities, and instrumentalities used by it to perform the functions authorized by this Agreement, SGMA, and other applicable law, whether by contract, employment, or otherwise, shall be exclusively liable for any and all injuries, costs, expenses, claims, suits, actions, proceedings, losses, liabilities, damages, judgments, or other obligations of whatever kind arising from or related to activities of the GSA. The GSA agrees to indemnify, defend, and hold harmless each Member, each Director and Alternate, and each Member's governing board, officers, officials, representatives, agents, and employees from and against any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, liabilities, damages, judgments, expenses, costs, including but not limited to attorney's fees, consultant' fees, and expert fees, and/or other obligations of whatever kind arising from or related or attributable to the GSA or this Agreement ("Claims").

In addition to the foregoing, funds of the WMA GSA may be used to defend, indemnify, and hold harmless the GSA, each Member, each Director and Alternate Director, and any officers, officials, agents, or employees of the GSA for their actions taken within the course and scope of their duties while acting on behalf of the GSA against any such Claims.

The Members do not intend hereby to be obligated either jointly or severally for any Claims or any other debts, liabilities, or obligations of the GSA, except as may be specifically provided for in Government Code section 895.2. Provided, however, if any Member(s) of the GSA are, under such applicable law, held liable for the acts or omissions of the GSA, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear such liability in the proportions set forth in Article 14.2(e).

15.3 Insurance. The WMA GSA may procure appropriate policies of insurance providing coverage to the GSA and its Directors, Alternate Directors, officers, officials, agents, and employees for general liability, errors and omissions, property, workers compensation, and any other coverage the Board deems appropriate. Such policies shall, if feasible, name the Members as additional insureds.

ARTICLE 16 WITHDRAWAL OF MEMBERS

16.1 Unilateral Withdrawal. Any Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to the Board of Directors and all other Members.

16.2 Termination of Agreement and GSA. This Agreement and the WMA GSA established under this Agreement may be terminated by unanimous written consent of all

Members, except during the outstanding term of any WMA GSA indebtedness.

16.3 Effect of Withdrawal or Termination. After the effective date of withdrawal, any Member who withdraws from the GSA shall have no right to participate in the business and affairs of the GSA, except through public participation, and shall have no right to exercise any rights of a Member under this Agreement. Provided, however, that nothing contained in this Article 16.3 shall be construed as affecting a withdrawing Member's right to reimbursement or return of capital from the GSA in accordance with Article 14 or any agreement between the GSA and the withdrawing Member. Provided further, that notwithstanding the foregoing, nothing contained in this Article 16.3 shall be construed as prohibiting a Member that has withdrawn from the GSA to become a separate groundwater sustainability agency within its jurisdiction in accordance with SGMA. Nothing in this section shall be construed as obligating the WMA GSA to consent to formation or designation of another GSA for any portion of the Basin.

16.4 Return of Contribution. Upon termination of this Agreement, and to the extent a successor public entity is established which will carry on the functions of the WMA GSA and assume its assets, the assets of the GSA shall be transferred to the successor public entity. If there is no successor public entity which will carry on the functions of the GSA, then, subject to the requirements of Article 14, any surplus capital on-hand shall be returned to the Members in proportion to their payment obligations in Article 14.2(e) and the Board of Directors shall first offer any property, works, rights, and interests of the GSA for sale to the Members on terms and conditions determined by the Board of Directors. If any property, works, rights, and interests of the GSA remain after first being offered for sale to the Members, the Board of Directors shall then offer the property, works, rights, and interests of the GSA for sale to any non-Member for good and adequate consideration. Subject to the requirements of Article 14, the net proceeds from any such sales shall be distributed among the Members in proportion to their payment obligations in Article 14.2(e). The Board of Directors may, in its sole discretion, determine whether an entity constitutes a successor public entity under this paragraph.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Notices. Notices to a Member shall be sufficient if delivered to the clerk or secretary of the respective Member's governing body and addressed to the Member at the address noted on the signature page or at such other address or to such other person that the Member may designate in accordance with this Article. Delivery may be accomplished by personal delivery, with postage prepaid by first class mail, registered or certified mail, express courier, facsimile, or electronic mail (email). The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

17.2 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the

Members.

17.3 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members with respect to the matters set forth by this Agreement. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing. Notwithstanding this paragraph, this Agreement does not alter the parties' obligations under the Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated February 26, 2020. In regards to the 2017 MOA, as soon as DWR accepts this Agreement and the WMA GSA formed hereunder as the governing GSA for the Western Management Area of the Basin, then this Agreement will supersede the 2017 MOA in its entirety and this Agreement and the WMA GSA formed hereunder will take over all activities as the governing GSA for the Western Management Area of the Basin.

17.4 Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Joint Exercise of Powers Act, this Agreement shall terminate.

17.5 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by a court of competent jurisdiction to be illegal or in excess of that Member's authority or in conflict with any law, resulting in the withdrawal of such Member from this Agreement, the validity of this Agreement as to the remaining Members shall not be affected thereby.

17.6 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

17.7 Binding on Successors. Subject to Article 17.6, this Agreement shall inure to the benefit of, and be binding upon, the successor of any Member.

17.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

17.9 Member Authorization. The governing bodies of the Members have each authorized execution of this Agreement and all signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the respective Members.

17.10 No Third Party Beneficiary. Except as expressly set forth herein, this Agreement is not intended to benefit any person or entity not a party hereto.

IN WITNESS WHEREOF, the Members have executed this Agreement to be effective on the date executed by the last Member as set forth in Article 4.1.

CITY OF LOMPOC

A California Municipal Corporation
100 Civic Center Plaza
Lompoc, California 93438-8001

MISSION HILLS COMMUNITY SERVICES DISTRICT

1550 Burton Mesa Blvd.
Lompoc, California 93436

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

(Print name)_____

(Print name)_____

(Title)_____

(Title)_____

Date: _____

Date: _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3745 Constellation Road
Lompoc, California 93436-1401

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

P.O. Box 719
Santa Ynez, CA 93460

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

(Print name)_____

(Print name)_____

(Title)_____

(Title)_____

Date: _____

Date: _____

SANTA BARBARA COUNTY WATER AGENCY

By: (Signature on following page)

ATTEST:

INSERT NAME

County Executive Officer
Clerk of the Board, Ex Officio Clerk of the
Santa Barbara County Water Agency

By: _____
Deputy Clerk

**SANTA BARBARA COUNTY WATER
AGENCY:**

By: _____
Chair, Board of Directors

Date:

RECOMMENDED FOR APPROVAL:

Santa Barbara County Water Agency

By: _____
Department Head

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

APPROVED AS TO FORM:

INSERT NAME

County Counsel

By: _____
Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

INSERT NAME

Auditor-Controller

By: _____
Deputy