

Amended and Restated Service Agreement
Between
North Delta Water Agency and
California Central Valley Flood Control Association

This Amended and Restated Service Agreement (“Agreement”) is entered into by and between the California Central Valley Flood Control Association (hereinafter called "CCVFCA") and the North Delta Water Agency, a public agency (hereinafter called "Agency").

This Agreement shall become effective on July 1, 2018 and remain in force and effect until terminated by either party at any time upon 30 days written notice to the other, or otherwise modified by approval of the Boards of Directors of both organizations.

NOW THEREFORE it is mutually agreed as follows:

1. CCVFCA has shared and will continue to share the use of its offices and facilities at 910 K Street, Suite 310, Sacramento California, with the Agency, including managerial, secretarial and bookkeeping services, telephone service, office supplies and equipment, and such other items as has been and will be necessary.
2. Agency and CCVFCA will each separately hire and account for their employees and employee costs, unless otherwise agreed to by the parties pursuant to independently adopted resolutions. Such employees may or may not be shared, but all employee agreements and relations will be maintained separately by each entity directly with the respective employees unless otherwise specifically agreed. Unless otherwise agreed to by the parties, the allocation of costs for health, dental, vision, and life insurance shall be 50/50.
3. Agency and CCVFCA will each separately purchase such equipment or services as each uniquely needs to perform the services each provides to its constituents. These services include but are not limited to outside printing, legal services, auditing services, and engineering services.
4. Where the Agency and CCVFCA each agree that purchases are necessary for equipment or services that will benefit both, the parties shall each independently budget to jointly make such purchases and shall either each contribute to the cost or one shall pay for the costs and the other shall reimburse the one who paid. Unless the parties agree otherwise in a case-by-case determination, the allocation of costs for such equipment or services shall be 50/50.
5. Agency and CCVFCA agree that certain services and equipment will be provided by CCVFCA, for which it shall budget and purchase, and that in exchange the Agency will share the estimated costs of the expenses on a monthly basis. These expenses include rent and storage, telephone service, office supplies, routine postage, and other routine expenses such as minimal non-contractual expenses related to office operations not otherwise detailed above. The parties agree that a fair estimate of such costs is \$20,000 a year and that each party should bear 50% of the costs for these expenses. For purposes of convenience, Agency agrees that it will pay monthly to CCVFCA the amount of \$833.34

