

RESOLUTION NO. 5-94

A G R E E M E N T

MASON COUNTY & MASON COUNTY CONSERVATION DISTRICT

This agreement between Mason County, hereinafter referred to as "COUNTY" and the Mason County Conservation District, hereinafter referred to as "CONSERVATION DISTRICT."

WITNESSETH:

That in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

1) CONSERVATION DISTRICT agrees to provide technical support to individual Mason County landowners in their effort to protect and improve water quality.

2) CONSERVATION DISTRICT will submit an annual report to the Mason County Commissioners documenting that they did provide the technical support as outlined in item 1). This annual report will be due by January 31 of the following year.

3) CONSERVATION DISTRICT will hold the COUNTY harmless from all claims of every kind and character arising out of or in any way connected with the services given by it for the COUNTY and will, during the term of this contract, obtain and keep in full force and effect general liability insurance, with limits acceptable to the COUNTY, covering its operations performed under this contract on behalf of the COUNTY.

4) It is understood that the CONSERVATION DISTRICT is an independent contractor and is not an agent of the COUNTY, and all personnel used by the CONSERVATION DISTRICT in connection with the rendering of services contemplated by this contract shall be employees of the CONSERVATION DISTRICT and not the COUNTY, and shall have no claim against the COUNTY for compensation or other benefits available to the employees of said COUNTY.

5) This agreement shall be for the term of one (1) year, beginning January 1, 1994, and ending December 31, 1994.

6) The COUNTY will pay the CONSERVATION DISTRICT a sum not to exceed FOUR THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$4,650.00) for the services to be performed under this contract. Funds paid for such services will be used to furnish only the services contemplated by this contract and will not be diverted by the CONSERVATION DISTRICT to any other person or used for any other purpose. CONSERVATION DISTRICT records of receipt and expenditure of such funds will be made available on reasonable request by COUNTY officials and the State Auditor for review.

DATED this 11<sup>th</sup> day of January, 1994.

MASON COUNTY CONSERVATION  
DISTRICT

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

William J. Taylor

M. L. Faughender  
M. L. Faughender, Chairperson

Ed Murphy

William O. Hunter  
William O. Hunter, Commissioner

John Ridinger

Laura E. Porter  
Laura E. Porter, Commissioner

ATTEST:

Rebecca S. Rogers  
Rebecca S. Rogers, Clerk of the Board

APPROVED AS TO FORM:

Michael Clift, C.H.  
Deputy Prosecuting Attorney  
Michael Clift

C: File  
Accounting Dept. (2)  
Admin Serv Dir  
Treasurer  
M. C. Conservation Dist.  
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