

AGREEMENT FOR SERVICES

This Agreement is entered into by the Kittitas County Board of Commissioners and the Kittitas County Road Department ("County") and the Kittitas County Conservation District (KCCD).

The County shall pay \$5,000.00, from the County Road Fund to the KCCD to implement and administer a cost sharing program for the use of Polyacrylamide (PAM) to reduce silt in the County road ditches.

The KCCD shall implement and administer the cost share program conforming to the attached 2010 PAM Cost Share Program. In addition, KCCD shall provide an end of the program report by March 30, 2011. This report shall contain information identifying the properties on which PAM was applied during the program and the road ditches, which receive run-off from these properties.

This Agreement is effective during the year 2010 only. It is neither expressed or implied that funding will be provided by the County for the PAM program in successive years or that additional funding, other than that mentioned above, shall be provided for the year 2010.

Either party shall terminate this agreement at any time by giving written notice to the other party.

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent permitted by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this agreement.

Pursuant to RCW 39.34.040, this Agreement shall be filed with the County Auditor or posted on the County's website as appropriate in each County.


The Services shall be furnished by KCCD under this Agreement as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant.

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.

This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

Dated this 10th day of April, 2010.

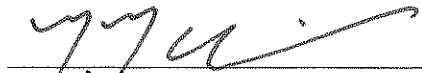
KITTITAS COUNTY

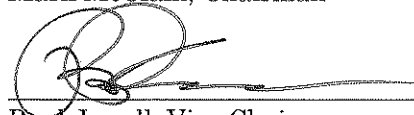

Kirk Holmes, Public Works

**KITTITAS COUNTY
CONSERVATION DISTRICT**


Mark Moore, Chairman


BOARD OF COMMISSIONERS


Mark McClain, Chairman

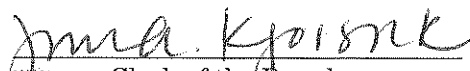

Paul Jewell, Vice-Chairman


Alan Crankovich, Commissioner

APPROVED AS TO FORM:


Kittitas County
Prosecuting Attorney
WSBA # 38112

ATTEST:


Clerk of the Board

